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## The Solicitors' Journal and Weekly Reporter.

LONDON, JANUARY 30, 1909.

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All letters intended for publication must be authenticated by the name  
of the writer.

### Contents.

CURRENT TOPICS .....	221	LAW STUDENTS' JOURNAL.....	230
THE REPORT ON THE TRUSTS BILL ..	224	OBITUARY .....	231
SPECIAL ADAPTABILITY AS A SUBJECT	225	LEGAL NEWS .....	231
OF COMPENSATION .....	225	COURT PAPERS .....	231
REVIEWS .....	226	WINDING-UP NOTICES .....	232
CORRESPONDENCE .....	226	BANKRUPTCY NOTICES .....	232
SOCIETIES .....	229		

### Cases Reported this Week.

Carlisle Rural District Council v. Mayor, &c., of Carlisle (W. Kennedy, Third Party) .....	228
Karno v. Pathe Freres (Lim.) .....	228
Lewis Hill, Re, Davies v. Napper .....	228
Middlesex County Council v. Kingsbury Urban District Council	227
Rumbold v. London County Council and Seott .....	227

### Current Topics.

#### The City of London Solicitors' Company.

THE INAUGURAL dinner of this company was a success, not only  
as regards the guests, but also in the judicious and practical nature  
of the speeches. The Master made it clear that the object of  
the company was to render assistance to the Law Society,  
and to work with it in entire harmony; and the President  
of the Law Society, on behalf of that body and the pro-  
vincial law societies, in graceful terms wished hearty goodwill  
to the new organization. Attention was appropriately called  
to the question of the introduction in the Commercial Court  
of special city juries of the description formerly attending the  
Guildhall sittings, and the Lord Chief Justice, while saying that  
at present there were difficulties in connection with the matter,  
expressed his personal hope that both in the Commercial Court  
and the High Court the old special city jurors might be restored.  
His testimony to the influence of solicitors on law reform, and in  
particular, we suppose, reform in matters of practice, deserves to  
be quoted. He said that:

"The solicitors had probably as much power in connection with law  
reform as any body of men that could be named. He put the power of the  
members of that profession above that of members of Parliament, and far  
above that of those who thought they could reform the law from the benches  
of the House of Commons or the House of Lords. The solicitors represented  
the interests of their clients, and they, most of all, saw from practical  
experience where the system was working with friction, where it needed  
that some small change should be made, and he could assure them that,  
great as was the responsibility—and they felt it very great—that there  
was no body of men from whom he and others who had worked with him  
wished more to receive assistance and advice than the solicitors of the  
City of London. If effect was not immediately given to their suggestions,  
they must not think they were not welcome and that they were over-  
looked."

We wish we could be sure that the views of the Lord Chief Justice  
are shared by all his colleagues.

#### Justifiable Homicide.

THE MURDEROUS outrages at Tottenham, followed by the  
shooting of one of the malefactors by a police-constable, have led  
to some discussion of the law of justifiable homicide. The case  
appears to be singularly free from difficulty. There was no hasty  
recourse to lethal weapons on the part of those who interfered in  
the interests of public justice, for the criminals were armed with  
revolvers, and at an early stage of the proceedings fired shots at  
everyone who offered any resistance to their violence. In these  
circumstances any bystander unconnected with the police who  
offered his assistance in the interests of justice would have been

justified, in defence of his life, in resorting to firearms, and, if necessary, in killing his assailant. But officers of justice have peculiar privileges. If a person, having actually committed a felony, will not suffer himself to be arrested, but stands on his own defence, or flies so that he cannot possibly be apprehended alive by those who pursue him, with or without a warrant from a magistrate, he may be lawfully slain by them. It is in the highest degree important that officers of justice should be authorized to oppose force to force, and to endeavour by the same methods that are violently used against them, and by which their lives are endangered, to defend themselves and execute the duty of their office. In the present case, the fugitive was shot while in the act of presenting a pistol at the constable by whom the shot was fired. The numerous instances in which burglars and housebreakers have availed themselves of firearms in attempting to escape from arrest may make it necessary for fresh regulations to be made as to the equipment of the police.

#### Statutes and Rules.

IN THESE DAYS legislation by rule has made considerable progress, and a perusal of the judgment of BIGHAM, J., in *Re Spratley* (Times, 26th inst.) favours the opinion that rules may in course of time usurp the place of statutes altogether. For instance, the next Bankruptcy Act will likely enough be in this form: "There shall be a law of Bankruptcy: for details, see rules." But, joking apart, it seems singular that when a statute imposes a specific limited obligation with respect to a particular matter, it should be possible for a rule to remove the limitation. In the present case the question arose on section 8 (6) of the Bankruptcy Act, 1890, and rule 235 of the Bankruptcy Rules. The section provides that, previously to a bankrupt's application for discharge, notice shall be sent "to each creditor who has proved." The rule improves on this, and requires that "notice of the day appointed for the hearing of the debtor's application for discharge shall be sent by the official receiver to each creditor not less than fourteen days before the day so appointed." The reason for the statute introducing the requirement in the limited form is of course obvious. Any creditor who intends to assert a claim to be heard in relation to the bankrupt's affairs will certainly prove his debt, and he will have had ample time to do this before an application for discharge can be made. If he has not done so, there is no need to send him a notice of the application. How the rule came to be drafted on a more extended scheme we do not know, but there is a practical result in the way of fees. A fee of 1s. is payable for each notice to a creditor, and in the present case the official receiver demanded under this head 19s., that being the number of actual creditors of the bankrupt, while the bankrupt tendered only 6s., since only six of the creditors had proved. BIGHAM, J., held that the rule and statute were not necessarily inconsistent—a result about which there may be difference of opinion—and he allowed the claim to the larger sum. In itself the matter is of no great importance, but it is interesting to note with what ease a rule may be made to vary the obligation imposed by a statute.

#### Revesting of Property in Stolen Goods.

THE ENGLISH law, that on the conviction of the thief the property in stolen goods is revested in the original owner, is fully stated in the Sale of Goods Act, 1893, s. 24 (1): "Where goods have been stolen and the offender is prosecuted to conviction, the property in the goods so stolen revests in the person who was the owner of the goods . . . notwithstanding any intermediate dealing with them, whether by sale in market overt or otherwise." The French law is contained in article 2279 of the Civil Code, under which stolen goods may be recovered by the true owner at any time within three years, but by article 2280 (as amended by a law of the 11th of July, 1892), "if the present possessor of the thing stolen has bought it . . . from a tradesman selling similar goods, the original owner can only have it returned by reimbursing to the possessor the price which he has paid for it." This law has just been illustrated by a case decided by the Fifth Chamber of the Department of the Seine. A lady was robbed of two pearls of great value in 1907. In November of that year the thief was arrested in Paris, tried and sentenced to a term of imprisonment. He had sold the pearls to a dealer in secondhand goods for 1,800 francs, who resold

them to an American gentleman for 5,400 francs. This gentleman restored the pearls on receipt of the amount which he had paid to the dealer, and an action was then commenced by the lady against the dealer and the American claiming damages which she had incurred in consequence of this dealing with the pearls. The court dismissed the action as against the American, but found that the dealer had been guilty of culpable negligence in the transaction relating to the pearls, and ordered him to pay as damages 2,000 francs. The court commented strongly upon the fact that he bought two pearls, valued by competent experts at 10,000 or 11,000 francs, from a man who was only known to him as having been once employed as a chauffeur of motor-cars. This decision is satisfactory so far as it goes, but an English court would undoubtedly have gone further and held the dealer liable to the full amount of the damages which the plaintiff had sustained.

#### What is an Habitual Drunkard?

THIS QUESTION was again raised in *Eaton v. Best* (Times, Jan. 22). Needless to say the question was not a general one, but only had reference to the Acts of 1879 and 1898, the question being, what is an habitual drunkard within the meaning of the former Act? The Habitual Drunkards Act, 1879, s. 3, defines an habitual drunkard as a person who, not being amenable to any jurisdiction in lunacy, is notwithstanding, by reason of habitual intemperate drinking, incapable of managing himself or his affairs. The Inebriates Act, 1898, s. 2, provides that any person who commits any of the offences mentioned in the first schedule, and who within twelve months preceding has been convicted summarily at least three times of any offence so mentioned, and who is an habitual drunkard, shall be liable to be dealt with as provided by the Act. In the case above mentioned the respondent had committed the four offences mentioned in the Act of 1898, and had, therefore, brought himself within the Act, provided he was an habitual drunkard. The question, therefore, was whether he was an habitual drunkard within the meaning of the Act of 1879. The evidence went to shew that he was "as right as anyone" during his sober intervals, and the stipendiary magistrate held that he was not an habitual drunkard and refused to convict. On appeal, it was argued that an habitual drunkard must be one who is at all times incapable of managing himself or his affairs, or in other words, a lunatic, though not, as the Act provides, amenable to lunacy jurisdiction. The Lord Chief Justice said there was no reasonable doubt that the respondent was what every man in the street would say was an habitual drunkard, and he would not say that the definition in the Act of 1879 did not apply to a man who was at intervals between the bouts of drinking a sober man. There can be little doubt that the decision is correct, for to hold otherwise would be in effect to hold that it was possible for a man to be intoxicated with great frequency and regularity without being an habitual drunkard within the meaning of the Act. Besides, if a lunatic can have lucid intervals and still be a lunatic, *a fortiori* an habitual drunkard is not the less an habitual drunkard because he is sometimes sober.

#### A Court of Domestic Relations.

WE READ that a Bill is to be brought before the Legislature of New York for the establishment of a Court of Domestic Relations with regard to disputes between husband and wife. The Legal Aid Society is of opinion that the cases in which a wife complains before a court of summary jurisdiction of desertion by her husband, or neglect on his part to provide her with the means of support, ought to be heard in a separate court, for the following, amongst other, reasons: The magistrate, however efficient, is unable, owing to his varied duties, to administer full justice to the parties. Secondly, the surroundings of the police court, as at present constituted, make it an unsuitable tribunal for the hearing of domestic troubles and differences. Thirdly, these cases require a protracted investigation of a character wholly different from that ordinarily given to cases before a magistrate. Fourthly, a large proportion of these cases might be adjusted by an amicable settlement, which could only be properly worked out under the supervision of officials with whom the magistrate is not provided. The statistics of the English courts shew a remarkable increase in the number of cases of this description, and if this increase continues, it may possibly be that our Legislature may think



proper to take some such step as is contemplated by the American law-givers. The jurisdiction of a Court of Domestic Relations, which is not likely to supersede the existing Court of Divorce, need not be confined to cases where application is now made for separation orders to a court of summary jurisdiction. Cases relating to the care and maintenance of children might properly be handed over to the discretionary powers of a court which would be eminently qualified to deal with them by the experience which it would acquire in a number of similar cases. We may say, in conclusion, that it might be thought, as a general rule, that these cases should be heard in private, in the interests of all the parties, but especially of their children.

#### International Maritime Law.

AT THE diplomatic conference that is shortly to meet at Brussels draft codes will be submitted for approval which, if adopted, will have the effect of unifying four branches of maritime law—Salvage, Collisions, Limitation of Shipowners' Liability, and Maritime Liens and Mortgages. On these four subjects the rules of law, so far as subjects of the Powers adopting the codes are concerned, would then be identical notwithstanding any differences of nationality. At present, grave inconveniences exist by reason of the "conflict of law," which often arises when ships of different nationalities come into collision, or a ship of one nationality is arrested in the port of another nation. Differences in the law relating to mortgages afford the most striking illustration of the benefit that would be conferred by the creation of a single code of law on this subject, for mortgages are transactions of more frequent occurrence than collisions, and the difficulties brought about by foreign courts disregarding the rules of English law are impossible to foresee and prevent. It is said that the Italian courts have somewhat recently held an English mortgage on a ship arrested in Italian waters invalid for want of conformity with Italian law. Such a case recalls the well-known case of *Simpson v. Fojo* (1 H. & M. 195), where Lord HATHERLEY (then Sir W. PAGE WOOD) refused to give effect to the judgment of the Supreme Court of Louisiana on the ground of its disregard of English law. An English ship, the subject of a duly registered mortgage at Liverpool, was arrested at New Orleans at the instance of creditors of the owners. By the law of Louisiana transfers of chattel property unaccompanied by delivery of possession are not recognized, and the courts of Louisiana refused to recognize the title of the English mortgagees, and thus disregarded the comity of nations. The ship was sold to the defendant over the heads of the mortgagees, who then took proceedings in the English courts successfully to recover the value of the ship from the defendant. Lord HATHERLEY thought this a case "which will never arise, as it seems to me, in any other country in the world except Louisiana." Apparently, however, other cases of a similar kind have occurred elsewhere since *Simpson v. Fojo* was decided. One provision of the proposed new code relating to maritime liens and mortgages is expressly designed to guard against the risk of mortgagees' rights being thus endangered, by enacting that a mortgage on a ship which conforms with the law of the country where the mortgage is made shall be recognized as valid in all countries in which the code is adopted.

#### "Incorrigible Rogues."

THE ADJUDICATION of the deputy recorder (Mr. F. H. MELLOR, K.C.) at the Liverpool City Sessions in the case of *Rex v. Duke, McLean, Parker and Others*, on the 8th of January, will interest all who are conversant with the statutes regulating the duties of the police. It is well known that, in addition to their jurisdiction in indictable offences, there is one special class of offences in which the justices at quarter sessions exercise an original criminal jurisdiction without the intervention of a jury—namely, in adjudicating with respect to the punishment to be awarded to "incorrigible rogues." Who are to be deemed incorrigible rogues is defined by section 5 of the Vagrancy Act, 1824, which enacts that "every person committing any offence against this Act which shall subject him or her to be dealt with as a rogue and vagabond, such person having been at some former time adjudged so to be and duly convicted thereof, shall be deemed an incorrigible rogue

within the Act, and a justice may commit such offender to the house of correction, there to remain till the next general or quarter sessions of the peace, and every such offender who shall be so committed shall be kept to hard labour during the period of his or her imprisonment." By section 10, when any incorrigible rogue, shall have been so committed, it shall be lawful for the sessions to examine into the circumstances of the case, and to order, if they think fit, that the offenders be further imprisoned and kept to hard labour for any term not exceeding one year from the making of the order. The prisoners, who belonged to the class called "unfortunates," had been convicted under section 3 of the Act, which enacts that every common prostitute wandering in the public streets or public highways or any place of public resort, and behaving in a riotous or indecent manner, shall be deemed an idle and disorderly person within the Act, and may, upon conviction, be committed by a justice to the house of correction, with hard labour, for a term not exceeding one month. The learned deputy recorder carefully examined the facts of the cases, which were founded on the evidence of police-constables. The evidence of these constables went no further than this, that the women had at different times accosted men in the streets at night, and in one or two cases had put their arms through the arms of the men whom they accosted. There was no proof of disturbance. This being the case, the deputy recorder held that the statute was not aimed at the simple offence of solicitation by prostitutes, which was dealt with by other statutes. In other words, he was of opinion that the convictions were not justified. He was, however, in an anomalous position, because the offenders were sent to him for punishment, and he was not sitting as a court of appeal. He could not determine that the convictions were not justified, he could not say that he would not punish the offenders, but he thought that justice would be satisfied by sentencing them to a day's imprisonment, which, as the day started from the first day of the sessions, would cause them to be at once discharged. The decision was, of course, founded on the particular circumstances, but it will no doubt be referred to in future cases.

#### Extraordinary Traffic Expenses.

POSSIBLY THE draftsman of section 12 of the Locomotives Act, 1898, did not realize the nicety of the questions which he was raising for the consideration of the courts, but there is no doubt as to the difficulty of applying the language of the section in particular cases, and a further instance of this is afforded by the recent decision of the Court of Appeal, reversing CHANNELL, J., in *Carlisle Rural District Council v. Mayor of Carlisle* (reported elsewhere). Under the section extraordinary traffic expenses are recoverable up to £250 in the county court, and above that sum in the High Court; but the action must be commenced within twelve months of the time when the damage was done, unless it is the consequence of a particular building contract or work extending over a long period, and then six months is allowed from the completion of the contract or work. The difficulty has arisen in determining what is a particular building contract or work. A public authority may undertake a scheme of improvement which involves a number of different operations, and then it is a question whether the whole is so connected as to form one work and make the period of limitation run from its completion, or whether it is a series of independent works. As it was put by VAUGHAN WILLIAMS, L.J., in *Kent County Council v. Folkestone Corporation* (1905, 1 K. B. 620), there must, to save the statute, be a unity in the works; and in that case, where damage was done in hauling stone and material for the execution of improvement works, it was held that the necessary unity did not exist. In the present case the work in question was the construction of a reservoir and the laying of various lines of water mains, and an opposite result was arrived at. The work was done by a contractor for the defendant corporation, and the damage to the roads was the consequence of a "particular building contract"; each part of the work being, according to COZENS-HARDY, M.R., "connected with the other and dependent upon it, just as much as a house and its drains, the one being useless without the other." The work was not completed at the issue of the writ, and hence the statute had not run against any part of the claim.

## Domicil.

QUESTIONS of domicil continue to crop up, both in divorce cases and others. In *Wegener v. Wegener* (*Times*, January 16th), a decree *nisi* was made on a petition for dissolution of marriage where the petitioner was by nationality a German, the respondent a Swiss, and the co-respondent a Dutchman, the English court having jurisdiction by reason of the English domicil of the parties. In the Chancery Division (*Re Green*, *Times*, January 15th), a question of legitimacy was fought in connection with a change of domicil from England to the State of New York. A testator had married his deceased wife's sister in England in 1850. In 1856 he went to reside permanently in the State of New York. This was held to be change of domicil sufficient to enable him to contract a marriage valid by New York law, and the claim of his child (born subsequently to the change of domicil) to be considered legitimate was upheld. Incidentally, in this case it appeared that down to 1902 marriages by repute and without any formal ceremony were valid in New York. The matrimonial and the testamentary domicil are, of course, two separate things, but they occasionally become connected in a somewhat intricate manner. Thus, it has happened that a man makes his will in a part of the British dominions (the place of his domicil) where marriage with a deceased wife's sister is valid; he then goes through the ceremony of marriage with his deceased wife's sister in another part of the British dominions where the marriage is not valid. Notwithstanding the invalidity of the marriage by the law of the latter country, the will already made has been held to be revoked, owing to the fact that the marriage would have been held valid in the country of the testator's domicil.

## The Abolition of Oaths.

A CORRESPONDENT to the *Times* of the 26th inst. on the "Kissing the Book" question has drawn attention to the very simple method of solving the question by getting rid of oaths altogether. This is a remedy at least as old as JEREMY BENTHAM's time, and that it has not been introduced long ago is but an instance of the slowness with which legal reform moves. Having regard to the judicial comments frequently met with on the prevalence of perjury in courts of justice, it cannot be supposed that the oath has any very special deterrent effect, and it may be doubted whether a witness who intends to tell lies in court will do so any the less because he has just taken an oath. To many people the introduction of the name of the Deity into matters of business is abhorrent to their feelings of reverence, and one of the reasons why the Scotch form of oath is so little used may be that persons shrink from making an asseveration so solemn in connection with a dispute over a bill of exchange or a statement as to pedigree. If the abolition of the oath is too great a shock to the authorities in the administration of the criminal law, it might be introduced, in the first instance, in civil trials, where, indeed, more enlightened ideas are usually started.

## Divorce in Scotland.

MANY OF those who have read in the newspapers the recent reports of the trial of a petition for divorce in the Scottish courts will think it strange that, while the jurisdiction to grant a dissolution of marriage was first given to an ordinary English court of justice in 1857, a divorce *a vinculo matrimonii*, on the ground of adultery, has been competent by the common law of Scotland since the Reformation. A divorce may also be granted for malicious desertion continued for four years. By a curious anomaly, the Irish courts have never been authorized to grant a dissolution of marriage, and it can only be obtained in that part of the United Kingdom by the cumbrous and expensive procedure of a Bill in Parliament.

## A Lawyer's Guarantee of Success.

AT THE recent trial in the King's Bench Division of an action against the London and South-Western Railway Co., a medical witness having been asked whether he would guarantee to cure the plaintiff, replied: "I do not guarantee to cure anybody. It is not our practice to do so." The counsel for the defence observed that the practice of counsel was the same. It would be

entirely imprudent, having regard to the uncertainty of the law, for a lawyer in the large majority of cases to offer anything like a guarantee of success. But lawyers, even in a moderate experience, are often pressed for an opinion as to whether an action can be brought with a certain prospect of success. An opinion with many reservations gives little satisfaction, and the adviser must protect himself, as best he may, by stating that "he is of opinion" that a certain course should be adopted. The fact remains that some of the most successful practitioners have often advised with confidence a course of action which has led to defeat and disaster.

## The Report on the Trusts Bill.

THE Select Committee of the House of Commons to which the Trusts Bill was referred made their second special report before the end of last session, and the gist of the report was that the committee declined to recommend the reintroduction of the present Bill, but recommended that another Bill should be introduced "for consolidating and codifying such parts of the law of trusts as are the subject of statute law, or are as firmly established by judicial decision as the propositions and rules of trust law and administration which have already been embodied in statute law." The committee also recommended that "such parts of the law of trusts resting on judicial decision and rules of court, to which it is not desirable to give the force of statute law, should nevertheless be put in the form of a declaratory code, leaving unlimited the powers of the court to decide when a fiduciary obligation exists under any given circumstances, and how and on what terms the obligation should be in force." It is not very clear what would be the effect and value of the proposed "declaratory code," but it would not be a codification of the law as usually understood. The complete text of the report and appendices has only just been issued, though a part of the report itself was issued before Christmas. The committee obtained criticisms of the Bill from several of the Chancery judges, Chancery practitioners, and well-known jurists. The criticisms of these lawyers, contained in letters addressed either to the committee or to the Attorney-General, have had the effect of inducing the committee to throw the Bill over and recommend a less ambitious measure of partial codification. These letters constitute the most important, and the most interesting, feature of the recently-issued report. The Bill was provisionally amended by the committee, and is referred to in the letters as so amended.

The letters may be divided into three classes: those of general approval, among them being a communication from Sir EDWARD FRANK; those of disapproval from Chancery judges; those of disapproval from Chancery counsel. It is particularly *a propos* of the last two classes of letters that we propose to make some observations. The peculiarity of the criticism contained in these two classes is that it consists of an emphatic condemnation of the whole Bill on principle, and in effect asserts that the codification of the law relating to trusts is impracticable.

The Chancery judges consulted were Mr. Justice NEVILLE, Mr. Justice WARRINGTON, and Mr. Justice PARKER. Mr. Justice NEVILLE writes at no great length, and, for the present purpose, may be said to be neutral. Mr. Justice WARRINGTON condemns the Bill on principle, and also specifies several clauses which he considers objectionable as illustrating "the danger of general propositions of law embodied in a statute," among them being section 47. Mr. Justice PARKER speaks even more strongly, and goes into greater detail; he also selects section 47 in particular to illustrate his objections to the whole principle of the Bill. Section 47 is as follows:—"A trustee may not retain a gift made to him by the beneficiary unless he can prove that in making it the beneficiary was acting upon competent independent advice, and that the influence arising from the relationship of trustee and beneficiary had ceased at the time it was made." Mr. Justice PARKER gives a few examples of circumstances under which a gift by a beneficiary to his trustee would not be invalid, and continues: "It is, in my opinion, impossible to formulate an accurate general statement of the circumstances under which a



trustee may, or the circumstances under which he cannot, retain a gift from his *cestui que trust*. Any Act which attempts to do so would interfere with the proper application of equitable principles." In conclusion it is said: "It appears obvious that equity, which to a very large extent owes its origin to exceptions from common law rules of universal application, is that branch of law which is least susceptible of codification, or, in other words, of being itself reduced to a series of rules of universal application."

Mr. ARTHUR UNDERHILL and other Chancery counsel write in condemnation of the Bill and the principle of codifying the law of trusts. Mr. UNDERHILL says: "In my opinion the Bill is entirely misconceived in principle. Private trusts are the invention and the principal subject of judicial equity. To crystallize equity (the very nature of which is to modify legal rights in particular cases where they would cause injustice, and necessarily implies large judicial discretion) seems to me a negation of its first principles." The Law Society write "to record their opinion that a codification of the law of trusts is desirable," but offer no detailed criticism of the Bill.

The subject of codification has not been before the public much in very recent times. All idea of a general codification of the law of England—such as might have taken place had Lord WESTBURY succeeded in carrying out his scheme for a digest in 1863—seems to have been abandoned, and only a few Acts codifying special branches of commercial law have been passed. The Trust Bill is avowedly part of this limited scheme, under which Parliament has enacted the Bills of Exchange Act, 1882, the Sale of Goods Act, 1893, the Partnership Act, 1890, and the Marine Insurance Act, 1906. These four Acts, or some of them, have generally been accepted as, on the whole, fairly satisfactory pieces of work. The Trusts Bill has broken new ground in that, so far as case law is dealt with, rules laid down by courts of equity only are thrown into the form of statutory enactments. This, say the Chancery judges and counsel consulted by the Select Committee, cannot be done, and the letters above referred to constitute one of the most important contributions hitherto made to the literature of codification in England. For the whole question as to the merits and demerits of statutory law and case law is raised in the clearest and most direct manner. We seem to hear the echoes of the old battle between the scientific jurists and the practical lawyers, and the battle itself seems to be on the point of being renewed. The abler the judge and the more eminent the counsel, the greater the pertinacity with which the claims of case law are upheld against those of statutory law. No stronger statement of the claims of case law need be asked for than is contained in the letters of Mr. Justice PARKER and Mr. UNDERHILL. "Impossible" to frame accurate general propositions of the doctrines of equity such as shall be suitable for statutory enactments. To do so is "a negation of its first principles." This is, we believe, the first time that the peculiar nature of the rules of equity has thus been urged as a reason why they are not susceptible of being expressed in statutory form.

What, then, is the difference between the rules in which the doctrines of equity are laid down and those in which the doctrines of marine insurance or negotiable instruments are laid down, that the latter can be reduced to statute form, whilst the former cannot? The answer in effect given by the opinions above quoted, is that, to paraphrase a saying of Lord HALSBURY's in *Colla v. Home and Colonial Stores* (1904, A. C., at p. 183), by "attempting to put a principle of equity into the iron framework of a statute" you destroy its "flexible" quality—you "petrify" it, and so render impossible the proper administration of equitable doctrines. We think that, to a considerable extent, this is true. Equitable doctrines, so long as they rest on case law, are capable of being expanded or restricted, and are constantly so expanded or restricted. Take only one out of many instances, the troublesome rule laid down by KAY, J., in *Re Skeats' Settlement* (42 Ch. D. 522), that the donee of a power of appointing new trustees cannot appoint himself a trustee. If the code had been enacted while this proposition stood unqualified by decision, the subsequent reasonable modification in *Montefiore v. Guedalla* (1903, 2 Ch. 723), to the effect that there is no absolute rule to that effect, and that in special circum-

stances such an appointment may be made, would have been impracticable. Take again cases (not a few in number) where the rule of equity is actually uncertain in itself, and therefore not capable of dogmatic expression in statutory or any other form. An illustration is afforded by cases (several of which have occurred in recent years) where a corporation has been dissolved without getting rid of all its property held on trust for other people. In some of these cases a new trustee has been appointed, and a consequential vesting order made. In other cases the order for appointment of new trustees has been refused. On this point the law may be said to be still unsettled. How are such cases of unsettled law to be dealt with in a code?

## Special Adaptability as a Subject of Compensation.

It is curious that the principle of allowing compensation in respect of a special use of land taken for a public purpose has taken so long to develop, but the recent decision of the Court of Appeal in *Re Lucas and Chesterfield Gas and Water Board* (1909, 1 K. B. 16), following that of the same tribunal in *Re Gough and Aspatia, &c., Water Board* (1904, 1 K. B. 417), should, subject to the question raised by the judgment of MOULTON, L.J., and referred to below, make the law on this subject clear. That the jury or arbitrator in assessing compensation may have regard, not only to the value of the land for the purpose for which it is being used when taken, but also to its prospective value for any other purpose, was recognized in *Reg. v. Brown* (L. R. 2 Q. B. 630). A jury, said COCKBURN, C.J., in that case, "in assessing the amount to which the landowner is entitled, have to consider the real value of the land, and may take into account not only the present purpose to which the land is applied, but also any other more beneficial purpose to which in the course of events at no remote period it may be applied, just as an owner might do if he were bargaining with a purchaser in the market." Consequently, although the land, when taken, is agricultural, it may be valued for compensation on the basis of any value it may have as prospective building land; and similarly in two cases which did not find their way into the regular reports—*Re Ossalinsky and Manchester Corporation* and *Re Riddell and Newcastle, &c., Waterworks Co.* (Browne and Allan on Compensation (2nd ed.), pp. 659, 678)—it was held that, where land was being taken for a reservoir, its special adaptability for that purpose should be taken into consideration.

There is, however, one important distinction between the case of land which has a prospective value for some general purpose, such as building, and the case of land which has a special value for a restricted purpose, as where it is required in connection with waterworks. In the former case, the owner, if he is allowed to retain his land, will in time have the chance of offering it to competing purchasers, and their competition will create a pecuniary value for it. But in the latter the authority who take the land are probably the only persons who could put it to the special use, and it was contended in *Re Gough and Aspatia, &c., Water Board* (*supra*) that this absence of competition would prevent the creation of any special value. But Lord ALVERSTONE, C.J., in his judgment pointed out that this objection had been met by the unreported cases referred to above. In *Riddell v. Newcastle, &c., Waterworks Co.* the arbitrator had taken into consideration all the capabilities of the land, "including," in the words of COTTON, L.J., "any value arising from the fact of its being well watered land, or land available for the purpose of making a reservoir or anything else connected with traffic in water"; and it was held that the assessment was properly made on this basis. In that case, as Lord ALVERSTONE observed in *Gough's case*, there was throughout the judgments not a word said about its being necessary to find present customers other than the purchaser under statutory powers. "The Court of Appeal," he said, "refused to send the case back to the arbitrator, and I am satisfied that they meant to decide that the element of value for special adaptability had been, and had rightly been, taken into consideration by the arbitrator." The result is that the element of adaptability must find a place in the assessment of compensation, even though there is no evidence that there would be competition

for the site for the proposed purpose. And apparently this only follows the course which negotiations for the site would take. A purchaser who requires the site for some special purpose of his own would be willing to give an increased price on that account, and the owner, knowing of this, might reasonably decline to sell unless he obtained such increased price.

But while, in order to let in evidence of special adaptability as an element in assessing compensation, it is not necessary to prove that there is actual competition for the site for the intended purpose, yet there must be the possibility that it shall come into the market for that purpose, and this possibility must be considered as it existed before the particular purchase obtained Parliamentary or other sanction. "To exclude," said COLLINS, M.R., in *Gough's case*, "the element of adaptability it would be necessary, as it seems to me, to shew that there is no reasonable possibility of the site coming into the market. The value of the possibility, if it exists, is a question entirely for the arbitrator." This aspect of the matter has been further considered in *Re Lucas and Chesterfield Gas and Water Board* (*supra*), and in particular the judgment of MOULTON, L.J., enforces the rule that the valuation must be based on the value of the land to the owner previously to the compulsory purchase. "It has," said the Lord Justice, "from the first been recognized as an absolute rule that this value"—i.e. the value to the owner—"is to be estimated as it stood before the grant of the compulsory powers. The owner is only to receive compensation based upon the market value of his lands as they stood before the scheme was authorized by which they are put to public uses." The same idea was expressed by VAUGHAN WILLIAMS, L.J., when he said that the element for valuation was the possibility of the site going into the market as being required for waterworks, and not on the basis of a realized possibility—that is, not on the basis that by the obtaining of compulsory powers a purchaser had been actually brought into being. The arbitrator has to banish from his mind the circumstances which have led to the actual acquisition of the land, and has to consider whether, prior to such circumstances, it had a special value as being likely to be required for the specified purpose.

But MOULTON, L.J., in his judgment, in addition to insisting that the value must be assessed on the possibilities of the land before the conferring of the compulsory powers, also insisted that to give the land special value there must be the possibility of competition; that is, as regards land which has special adaptability for use for a public purpose, there must be the possibility of its being "the subject of competition between rival public authorities desirous of getting the advantage of that special suitability." But this reintroduces the idea of necessary competition which was disclaimed in *Gough's case*. Land may be so situated that it is never likely to be the subject of competition between rival public authorities, and yet there may be a particular public authority which is practically certain to want it some day for waterworks. In such a case it seems clear on the authorities that when that day comes, and the public authority has obtained the necessary powers and taken the land, this special adaptability will be a proper subject for compensation. The compensation cannot be assessed on the basis of the Parliamentary powers having been already obtained, but it should be assessed on the prior possibility that this particular public authority would in course of time require the land. As far as we have noticed, the other judgments on this point only require that there shall, previously to the realization of the particular scheme, be a possibility that the land shall "come into the market" for the specified purpose. No doubt in general a market signifies competition between various purchasers, but not necessarily; a single purchaser can make a market, and the element of special adaptability can properly be taken into consideration—based, that is, on possibility of requirement, and not on realized requirement—although at no time is there more than one possible purchaser. Such, at least, as we read the cases, is the principle which has been laid down, though it will doubtless be possible hereafter to rely on the judgment of MOULTON, L.J., to support the argument that no allowance can be made for special adaptability unless the land might have been the subject of competition between rival public authorities.

## Reviews.

### Books of the Week.

A Treatise on the Law and Practice relating to Infants. By ARCHIBALD H. SIMPSON, M.A., Barrister-at-Law. Third Edition. By EDGAR J. ELGOOD, B.C.L., M.A., Barrister-at-Law. Stevens & Haynes.

The Joint Stock Companies' Practical Guide, with the Text of the Companies (Consolidation) Act, 1908. By HENRY HURRELL and CLARENDON G. HYDE, Barristers-at-Law. With Notes on the Law relating to English Companies in France. By MAURICE THIERY, Avocat de la Cour d'Appel de Paris, Barrister-at-Law. Ninth Edition. Waterlow & Sons (Limited).

The Weights and Measures Acts, 1878 to 1904: being only those Sections of the Acts which regulate the Use and Possession of Weights and Measures for Trade, together with Notes thereon. By J. DEVON-ALD FLETCHER, Barrister-at-Law. Sherratt & Hughes, Manchester.

Butterworths' Yearly Digest of Reported Cases for the year 1908: being the First Annual Supplement of Butterworths' Ten Years' Digest, and containing the Cases decided in the Supreme and other Courts, including a Copious Selection of Reported Cases decided in the Irish and Scotch Courts, with Lists of Cases Digested, Overruled, Considered, and of Statutes, Orders, Rules, &c., Referred to. Edited by G. R. HILL, M.A., Barrister-at-Law, assisted by HARRY CLOVER, Barrister-at-Law. Butterworth & Co.

Practical Hints on the Preparation and Registration of Joint Stock Companies' Forms, with Precedents, Tables of Fees and Stamp Duties. By CHARLES H. PICKEN. Sixth Edition. Waterlow & Sons (Limited).

Practical Suggestions on the Preparation of Deeds and other Documents for Registration at the various Public Offices, with Forms and Table of Fees. By CHARLES H. PICKEN. Fourth Edition. Waterlow & Sons (Limited).

The Annual Digest of all the Reported Decisions of the Superior Courts, including a Selection from the Scottish and Irish, with a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned, and References to the Statutes Passed during the year 1908. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

## Correspondence.

### Registered Titles.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to your article as to registered titles in your issue of the 16th inst., would A. be free from risk in the matter if he were to apply for a "possessory" registration and receive an "absolute" one in pursuance of the new rule 39? In such circumstances, could the absolute registration of A. be said to be "his own voluntary act" within the meaning of your article?

While on the subject of a landowner's possible liability to future owners in respect of defects as to title, I should like to put a hypothetical case concerning unregistered land, suggested to me by your other leading article in the same issue, viz.:—X. is a mortgagor, and has given, in his mortgage deed, the usual covenant implied by the words in such a document "as beneficial owner." These, of course, import full and absolute covenants for title. The mortgagee sells the property. Is X., by section 7 (6) of the Conveyancing and Law of Property Act, 1881, liable on the covenant to the present purchaser and all future owners and mortgagees of the property?

22, Chancery-lane, W.C.

W. J. BLOOMFIELD HOWE.

[With regard to the first question raised by our correspondent, it is to be observed that rule 39 only enables the Registrar to register the applicant with absolute title if he does not object. It follows, therefore, that being so registered is the voluntary act of the applicant.—Ed. S.J.]

### Illegal Life Policies.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—With reference to your paragraph on this subject in last week's number of your paper, I venture to think that the insurance of children is the most important branch of this question. I have recently had a case where a woman in very humble circumstances effected a policy for £75 on her child not four years old, the policy moneys, with profits, being payable to the mother at the end of twenty years or upon the child's death previously. The annual premium was £3 12s. 6d. In this case the age of the child was stated in the policy, so that the two directors of the insurance company who had



signed the policy could not pretend ignorance of it. No attempt had been made by any officer of the company to ascertain if the mother had any insurable interest in the child, and the particular agent who had persuaded the woman to take out the policy must have been very well aware that she had none.

It is obvious how such insurances must increase the risks of child life, and what terrible temptations they must give to parents, not only to display a carelessness or indifference as to their children, but even at times to murder them for the policy moneys. It seems to me that it is not sufficient merely to declare that such policies are illegal, for the insurance companies generally pay upon proof of death, and consequently thousands of these policies are being taken out every year; but I think that it should be made a criminal offence to issue any policy on the life of a person under twenty-one years of age unless some evidence has been previously produced that the insurer has an insurable interest in the child's life. I am aware of section 1 of the Prevention of Cruelty to Children Act, 1904, but this seems hardly to meet the case.

Jan. 26.

MERCURIUS.

## CASES OF THE WEEK.

### Court of Appeal.

**RUMBOLD v. LONDON COUNTY COUNCIL AND SCOTT.** 19th Jan.

PRACTICE—APPEAL—TIME FOR APPEALING—MOTION FOR A NEW TRIAL—TRIAL BY JUDGE AND JURY—APPEAL AGAINST DECISION OF JUDGE—EXTENSION OF TIME—APPEAL NOT ENTERED OWING TO ILLNESS OF COUNSEL INSTRUCTED TO DRAW NOTICE OF APPEAL—RULES OF THE SUPREME COURT, XXXIX. 1A, 4; LVIII. 15; LXIV. 7.

Owing to the illness of counsel instructed to draw notice of motion for a new trial in an action tried before a judge and jury in the King's Bench Division of the High Court—the application having reference to the verdict and to a ruling of the judge in admitting certain evidence—notice of appeal could not be lodged within eight days, as prescribed by R.S.C. ord. 39, 1A, 4.

Held, on a motion for extending the time for appealing, that the case came within ord. 64, r. 7, and not under ord. 58, r. 15, and that leave should be granted upon the terms that the applicants paid the respondents' costs of the application in any event.

**Coles v. Ravenshear** (1907, 1 K.B. 1) considered and approved.

Original motion under ord. 64, r. 7. Application by the plaintiff for extension of the time for appealing although the time for setting down the appeal had expired. The plaintiff desired to appeal against the direction of the judge at the trial of the action with a jury, and, in accordance with ord. 39, rr. 1A and 4, notice of motion should have been served within eight days after trial. Owing to the illness of the junior counsel (Mr. Martin O'Connor), notice was not given until the fifteenth day after trial. An application to extend the time was made to the Court of Appeal, consisting of Vaughan Williams and Buckley, L.JJ., when sitting to hear interlocutory appeals last sittings. On the facts Buckley, L.J., intimated that he considered the case came within d. 58, r. 15; that it was governed by *Coles v. Ravenshear* (1907, 1 K.B. 1), and that special ground must be shown before the application should be granted. Vaughan Williams, L.J., without expressing an opinion, thought that, in view of the conflict of authorities upon this point, the motion had better be adjourned in order that the question should come before a full court. On the 19th of January the application came on for hearing before a court constituted of the Master of the Rolls and all five Lords Justices. Counsel, in support of the application, submitted that it came within ord. 64, r. 7, and not within ord. 58, r. 15, as had been suggested by Buckley, L.J., and he relied on *Baker v. Faber* (1908, W. N. 9), and referred to *dictum* per Bowen, L.J., in *Merchant Economic Building Society* (24 Ch. D. 488, at p. 503). He contended that rule 15 of order 58 referred to appeals from an interlocutory order or from any order, whether final or interlocutory in any matter not being an action; whereas his application had reference to a verdict in an action and to the ruling of the judge in admitting certain evidence. [He was stopped.] Counsel for the respondents said he was not prepared to argue that rule 15 of order 58 did not apply, and therefore it was a question for the court whether in its discretion the application should be granted or refused. It had been decided in *Cole v. Ravenshear* that a mistake of counsel was not a ground for extending time. In this case counsel instructed to prepare notice of motion stated in his affidavit that he had taken the papers home with him, and was then taken ill and was unable to attend to the matter. The solicitor on calling at his chambers was told this by the barrister's clerk, and consequently the time for setting down the appeal expiring that day, the matter of setting it down had to stand over. He suggested it was not a case in which the court should lay down a rule; it was merely a case for the discretion of the court under ord. 64, r. 7. The right of a suitor to retain his judgment after the time for appealing had elapsed was a vested right, which could only be disturbed on special grounds being shown.

COLENS-HARDY, M.R., in allowing the application, referred with approval to the *dictum* of Bowen, L.J., to the effect that the court

ought not to fetter its discretion as to extending the time for appealing by laying down any strict definition on the point, but should always exercise its discretion for the purpose of doing justice: *Weldon v. De Bathe* (3 Times L. R., at p. 446). He thought it was for the Rule Committee to consider whether it would be expedient to make a uniform rule as to the time of appealing, both in the case of final appeals and applications for new trials. He saw no reason to doubt that the decision in *Baker v. Faber* was perfectly correct. In his opinion this case came within ord. 64, r. 7, and not under ord. 58, r. 15. This was a case in which, in the exercise of the discretion which the court had, leave to appeal, notwithstanding that the time for setting down notice of the appeal had expired, should be given upon terms. The court thought that the terms should be that the costs of this application were to be the defendants' in any event.

VAUGHAN WILLIAMS, FLETCHER MOULTON, FARWELL, BUCKLEY, and KENNEDY, L.JJ., concurred. Judgment accordingly.—COUNSEL, P. T. Blackwell and Martin O'Connor; Rawlinson, K.C., and W. Finlay; H. Andrews. SOLICITORS, W. B. Blackwell & Co.; The Solicitor to the London County Council; Edwin Shallees.

[Reported by ESKINE REID, Barrister-at-Law.]

### MIDDLESEX COUNTY COUNCIL v. KINGSBURY URBAN DISTRICT COUNCIL. No 1. 23rd Jan.

LOCAL GOVERNMENT—INQUIRY HELD BY COUNTY COUNCIL ON APPLICATION OF DISTRICT COUNCIL—EXPENSES—COMMISSIONER'S FEES—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73), s. 72 (4).

A county council, upon the application of an urban district council, held a local inquiry under section 57 of the Local Government Act, 1888, as to the proposed union of the district with an adjoining district, and appointed a barrister as commissioner to hold the inquiry.

Held, that the charges for the commissioner's remuneration, under section 72 (4) of the Local Government Act, 1894, were payable by the county council; the liability of the urban district council being limited to the payment of out-of-pocket expenses, such as printing, bill-posting, and advertising.

Appeal by the defendant urban district council in an action to recover £121 expenses incurred by the plaintiffs relative to a local inquiry held on the defendants' application. The defendants were desirous of having either their district attached to some adjoining district, or else to obtain an order to increase the number of their council. With that object they applied to the Middlesex County Council to hold a local inquiry in accordance with powers given by section 57 of the Local Government Act, 1888. The Middlesex County Council thereupon appointed Mr. W. H. Squire, a barrister, to hold an inquiry as commissioner. He duly made his report, and his remuneration amounted to the £121 claimed. The defendant urban district council disputed liability except as to the out-of-pocket expenses (printing, bill-posting, and advertising), in satisfaction of which they paid £29 12s. 6d. into court. The only question remaining for trial was the amount of the fees paid to the commissioner, and with regard to these the defendants further paid into court a sum of £60 10s., with a denial of liability. Altogether £90 2s. 6d. was paid into court. As to the balance of the claim they contended that the expenses contemplated by section 72 (4) were restricted to out-of-pocket expenses, and did not include charges for remuneration of the commissioner, which they said were chargeable to the county fund. Grantham, J., held that the plaintiffs were entitled to a certain sum for the expenses of the inquiry, including the commissioner's fees, and had properly appointed an independent person to hold it. Ten guineas for each of the eight days of the inquiry, he thought, was a proper fee for the commissioner to charge, but five guineas for each of the two attendances on him in chambers was improper. Twenty-two guineas for his report was excessive, and he directed that five guineas only should be allowed for it. Accordingly he gave judgment for the plaintiffs for £43 14s. in addition to the amount paid into court. The defendants appealed.

VAUGHAN WILLIAMS, L.J., said he was unable to accept the construction placed on section 72 (4) of the Act of 1894 by Grantham, J. That sub-section enacted that where a county council held an inquiry at the request of the council of a parish or district, or of any inhabitant of a parish or district, "the expenses incurred by the county council in relation to the inquiry (including the expense of any committee or person authorized by the county council) shall be paid by the council of that parish or district, or, in case of a parish which has not a parish council, by the parish meeting; but, save as aforesaid, the expenses of the county council incurred in the case of inquiries under this Act shall be paid out of the county fund." It seemed to him that this sub-section should be interpreted as meaning out-of-pocket expenses and as not including the remuneration of the person appointed by the county council to hold the inquiry. If that was the true construction, then the words "save as aforesaid the expenses of the county council," &c., were easy to construe. They could but mean that the residue of the expenses were to be paid, not by the district council, but by the county council. The contention of the defendants was, therefore, right, and the appeal must be allowed with costs here and below.

FARWELL and KENNEDY, L.JJ., concurred. Appeal allowed.—COUNSEL, Macmorran, K.C., and R. Cunningham Gles; English Harrison, K.C., and R. W. Harper. SOLICITORS, J. Deacon, Newton & Co.; Sir Richard Nicholson.

[Reported by ESKINE REID, Barrister-at-Law.]

KARNO v. PATHÉ FRÈRES (LIM.). No. 1. 21st Jan.

COPYRIGHT—"DRAMATIC PIECE"—PANTOMIME SKETCH—INFRINGEMENT—  
CINEMATOGRAPH—SALE OF FILMS—"CAUSE TO BE REPRESENTED"—  
DRAMATIC COPYRIGHT ACT, 1833 (3 & 4 WILL. 4, c. 15), ss. 1, 2.

The plaintiff complained that the defendants, who were makers and dealers in cinematograph films, represented, by means of a cinematograph film, made and sold by them for the purpose of being exhibited at places of entertainment, a stage-play or dramatic piece, the copyright in which was vested in the plaintiff. Jelf, J., following *Tate v. Fullbrook* (1908, 1 K. B. 821), dismissed the action on the ground that, although the stage play as represented by the cinematograph was such a colourable imitation of the plaintiff's piece as to be an infringement, yet the piece was not a "dramatic piece" within the protection of the Act of 1833, and was, therefore, not capable of being the subject of copyright. The plaintiff appealed.

Held, dismissing the appeal, that the action was not maintainable, because the defendants by manufacturing and selling the films to purchasers did not thereby represent, or cause to be represented, the alleged piratical performances.

Appeal by the plaintiff from a decision of Jelf, J. The action was brought by Mr. Fred Karno, the proprietor in Great Britain and Ireland of the sole right of representing or performing a farce or pantomimical sketch entitled "The Mummie Birds; or, Twice Nightly," against the defendants, who carry on business as makers of and dealers in cinematographs and films and accessories, to recover damages for alleged infringement of the plaintiff's copyright in the play in question by selling, or offering to sell, a cinematograph film, called in their catalogue, "At the Music Hall," to the proprietors of, or performers at, music-halls and other places of public entertainment, such films being a representation of the plaintiff's piece. The defence was (1) that this pantomimical sketch, which was performed chiefly in dumb show, but with a certain amount of "gag," of which there was no book of the words or stage directions, and which was not capable of being printed and published as a literary piece, was not a dramatic piece within the protection of the Dramatic Copyright Act, 1833, at all; (2) that a cinematograph film, performed at a place of dramatic entertainment, was not "a performance or representation of the play"; (3) that assuming the two former points, the defendants did not, by merely selling the film, "represent or cause to be represented" the piece in question. Jelf, J., following *Tate v. Fullbrook* (1908, 1 K. B. 821), held that the piece in question was not a dramatic piece within the protection of the Act of 1833, and on that ground dismissed the action. He expressed the opinion, however, that the second ground of defence was not established, and on that point would have decided in favour of the plaintiff. The last ground of defence—that the defendant did not "represent or cause to be represented," he would have decided in favour of the defendants. It was mainly on this last question of agency that the appeal was argued. At the close of the appellant's case, without hearing counsel for the respondents,

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.J.J.) dismissed the appeal, holding that the defendants, by merely selling the films to purchasers, would not "represent, or cause to be represented" the dramatic piece, within the meaning of the Act, although at the time that the films were manufactured and sold they intended them to be exhibited by others at places of dramatic entertainment.—COUNSEL, *Scrutton, K.C.*, and *Mackinnon*; *Sir R. Finlay, K.C.*, and *C. A. Bennett*. SOLICITORS, *Stanley, Woodhouse, & Hedderwick*; *Bennett & Ferris*.

[Reported by ERSKINE REID, Barrister-at-Law.]

CARLISLE RURAL DISTRICT COUNCIL v. MAYOR, &c., of CARLISLE (W. KENNEDY, Third Party). No. 2. 20th Jan.

HIGHWAY—REPAIR—EXTRAORDINARY TRAFFIC—LIMITATION OF TIME FOR BRINGING ACTION—LOCOMOTIVES ACT, 1898 (61 & 62 VICT. c. 29), s. 12 (1).

Where damage is done to roads by reason of a particular building contract, which involves several kinds of work, the highway authority have, under section 12 (1) of the Locomotives Act, 1898, six months within which to bring an action from the completion of the contract as a whole, and not merely six months from the completion of the contract for the particular kind of work which did the damage.

This was an appeal from the judgment of Channell, J. The action was brought by the Rural District Council of Carlisle, as the highway authority for the district, against the defendants to recover £711 16s. 4d. for damages to the council's roads by reason of the corporation's extraordinary traffic. The defendant corporation were authorized by private Acts of Parliament to construct a distributing reservoir and other waterworks at Giltedale, and in the year 1904 they contracted with Messrs. W. Kennedy (Limited) for the construction of a reservoir at Cumwhinton and the laying of various lines of water mains in the plaintiffs' district and elsewhere up to the city of Carlisle. The works in connection with this contract were commenced in 1904, and the plaintiffs' case was that by reason of the haulage of material over and the laying of pipes in their roads in connection with these works they had incurred extraordinary expenses in repairing the roads, and they claimed the above sum to make good these extraordinary expenses. The defendants denied the damage, and relied upon the provisions of section 12 (b) of the Locomotives Act, 1898, in answer to so much of the plaintiffs' claim as related to expenses incurred by them in respect of damage done more than twelve months or which was the consequence of work completed more than six months prior to the

commencement of the action. At the trial before Channell, J., the jury found the amount of total damage done to the plaintiffs' roads at £450, but Channell, J., after argument on the law, held that the plaintiffs' claims in respect of damage done to the various roads were all out of time except in the case of one road, for which he gave judgment for the plaintiffs for £75. The plaintiffs appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., said in his opinion this was plainly a "particular building contract" for one connected building operation consisting of several parts, each part, however, being connected with the other and dependant upon it. The contract provided, amongst other things, for the construction of a reservoir and for the laying of a considerable length of pipes both inside and outside the district under the plaintiffs' control. At the date when the writ in this action was issued the reservoir had not in fact been completed, and therefore work was actually being done under this contract occasioning extraordinary traffic whereby extraordinary expenses were incurred by the plaintiffs as the highway authority. Work of this kind was usually done as convenience indicated; a portion of the work in the present case consisted of the laying of a long line of intake pipes, in the course of which undoubtedly damage was caused to one or more of the roads in question, and the laying of the bulk of these pipes, part of the whole undertaking, was completed more than six months before this action was commenced, and upon this Channell, J., had held that because most of the actual damage to the roads was caused six months before the action was brought, therefore the action could not be maintained, and the question was whether that was the true effect of section 12, sub-section 1 (b), of the Locomotives Act, 1898, which provided that "Proceedings for the recovery of any expenses incurred after the passing of this Act shall be commenced within twelve months of the time at which the damage has been done, or where the damage is the consequence of any particular building contract or work extending over a long period, shall be commenced not later than six months after the completion of the contract or work." That section had been construed in several of the cases that had been cited in argument, and one of them, *Lancaster Rural Council v. Fisher and Le Panu* (1907, 2 K.B. 516), decided that "the completion of the contract" meant the completion of the contract so far as it related to the work causing the damage which gave rise to the action. In other words, constructional completion of the work was intended, and it decided that the contract was completed within the meaning of this sub-section at the date of the completion of the work, and that the six months began to run from that date. To say, as had been argued in this case, that where you have a contract involving various kinds of works you must construe it as though there was a separate contract for each class of work was to go against the express words of the sub-section. In his lordship's opinion the highway authority might wait till they saw the whole contract completed, so far as the actual construction of the work was concerned, and then they were allowed six months within which to make up their mind whether they should bring an action or not. This contract was beyond doubt a "particular building contract" that was going on at the date of the issue of the writ, and it was a fallacy to say that twelve months from the time the damage was done was to be the guiding principle of this sub-section, for, as already pointed out, an alternative was provided; once find a particular building contract in existence, and then all that was necessary was to look at the date when that contract was completed, so far as the actual building was concerned, and from that date the highway authority had six months in which to bring an action. On this point the judgment of Channell, J., was wrong, and must be reversed, and judgment must be entered for the plaintiffs for £450, the amount found by the jury, with costs here and below.

FLETCHER MOULTON and BUCKLEY, L.J.J., delivered judgment to the same effect.—COUNSEL, *Langdon, K.C.*, and *W. Mackenzie*; *Sanderson, K.C.*, and *Eustace Hills*. SOLICITORS, *Dixon & Hunt*, for *H. B. Lonsdale*, Town Clerk, Carlisle; *Mellor & Co.*, for *A. H. Collingwood*, Carlisle; *James & James*, for *Clutterbuck, Trevenen, & Steele*, Carlisle.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

Re LEWIS HILL, DAVIES v. WAPPER. Eve, J. 23rd Jan.

CHARITY—BEQUEST—UNCERTAIN OBJECT—CY-PRES—INQUIRY AS TO OBJECT—SUMMONS TO VARY CERTIFICATE—DISCHARGE OF CERTIFICATE—PRACTICE.

A testatrix made a charitable bequest to an uncertain object, and the court directed an inquiry as to what charity the testatrix meant. The master certified that a certain charity was the one meant, and another charity took out a summons to vary the certificate by substituting itself as the one meant.

Held, that the court was not bound to decide in favour of either of the two charities, but could discharge the certificate and order the fund to be applied cy-pres.

This was a summons to vary the master's certificate. The testatrix bequeathed the sum of £5,000 to the Jewish Maternity Institution to found a ward in memory of her mother. There was no charity in existence bearing that name, and the executors made inquiries as to charities answering the description, in reply to which three institutions put in a claim—namely, the Jewish Lying-in Charity, the Manchester Victoria Memorial Jewish Hospital, and the Spanish and Portuguese Jews' Hospital. The executors then took out a summons to have it de-



mined whether any of these answered the description, and the court directed an inquiry as to which institution it was that the testatrix meant. The master certified that the Jewish Lying-in Charity was the one which the testatrix intended to benefit. Thereupon another institution, called the Sick Room Helps Society, or Mothers' Aid Society, took out a summons to vary the certificate by substituting its own name for the Jewish Lying-in Charity. This summons now came on for hearing. It was contended, on the one hand, that the court ought to be guided by the certificate, or at least ought to decide in favour of one of the two last-mentioned charities. On the other hand, it was argued that the court had power without the issue of another summons to discharge the certificate and direct the fund to be applied *cy-pres*.

EVES, J., after stating the facts, said: In that state of things the matter came before me, and in the course of the argument another maternity institution, not a party to the summons, was mentioned, and, lest I might be excluding an institution most nearly answering the description, I made an order directing an inquiry as to what institution the testatrix meant. In the course of that inquiry the Sick Room Helps Society made a claim, but the master certified that the Jewish Lying-in Charity was the institution meant by the testatrix. So the present summons comes before the court, and it is quite open to me to discharge the master's certificate to this extent, that it is not obligatory upon me to substitute another claimant for the one mentioned in the certificate. This is really the first opportunity which the court has had of dealing with the matter, and the court is bound to determine what is the proper order to be made. Dealing with the summons to vary, it is impossible to say which, if either, of the two claimants is entitled to the fund, and I must therefore discharge the certificate. But I cannot take the further step and give it to the Sick Room Helps Society. If I did I should be acting on conjecture. The fund must be applied to the purposes intended by the testatrix, and a scheme must be brought in to apply the fund. I therefore discharge the certificate, and direct a scheme to be brought in.—COUNSEL, *Ingen, K.C.*, and *G. F. Hart; Langdon, K.C.*, and *N. Bentwich; Stewart Smith, K.C.*, and *F. Samuel; Jessel, K.C.*, and *Israel; Austen Cartmell, Davenport, and Sargent.* SOLICITORS, *Harrison & Davies; Albert Solomon; Lindo & Co.; Samuel & Co.; Chester & Co.; Johnsons; The Treasury Solicitor.*

[Reported by E. E. WILLIAMS, Barrister-at-Law.]

## Solicitors' Cases.

### Solicitors Ordered to be Struck Off the Rolls.

Jan. 26.—JOHN ROWLANDS; JOHN JAMES ARNSBY SOPER; GARDINER FRANK BUCKLAND STEVENS; GEORGE FREDERIC RUDSTON STEWARD, Coleman-street, London.

## Societies.

### City of London Solicitors' Company.

#### INAUGURAL DINNER.

The inaugural dinner of the recently-formed City of London Solicitors' Company was held on Thursday, the 21st inst., in the Egyptian Hall, Mansion House, the Master, Sir Homewood Crawford, taking the chair. Among the guests were:—The Lord Mayor (Master of the Musicians' Company), the Lord Chief Justice, Lord Justice Kennedy, Mr. Justice Bray, Mr. Justice Swinfen Eady, His Honour Judge Lumley Smith, Mr. Henry A. Steward (Master of the Skinners' Company), Sir Robert Finlay, K.C. (Honorary Counsel to the company), Sir Edward Clarke, K.C., Lord Aldenham (Prime Warden of the Goldsmiths' Company), Sir Felix Schuster, Bart., Mr. Robert H. Bicknell (Master of the Mercers' Company), Sir Joseph Dimsdale, Bart., K.C.V.O. (City Chamberlain), Sir Samuel Thomas Evans, K.C., M.P. (Solicitor-General), Sir Forrest Fulton, K.C., LL.B. (Recorder of London), Sir Charles Mathews (Director of Public Prosecutions), Sir William J. Crump, J.P. (Master of the Upholders' Company), Sir William Bull, M.P., Mr. James Samuel Beale (President of the Law Society), Mr. John Aste (Master of the Vintners' Company), Sir John Henry Luscombe (Chairman of Lloyd's), Mr. Robert Younger, K.C., Mr. Curling Hunter (Master of the Pewterers' Company), Mr. Edwin Freshfield, LL.D., Mr. E. F. Turner, Mr. Peregrine C. C. Francis, M.A. (Senior Warden), Mr. H. D. P. Francis, B.A. (clerk of the company), Mr. Alderman and Sheriff Francis Stanhope Hanson, Mr. L. Worthington Evans, and many other city solicitors and notabilities.

The loyal toasts having been given from the chair and duly honoured, Sir WILLIAM CRUMP, J.P., proposed the health of the Right Hon. the Lord Mayor, the Sheriffs, and the Corporation of London. He said the company would always remember with gratitude that the Lord Mayor had given them a good send-off on the night of their first meeting—a send-off, they hoped, to a career of usefulness amongst the members of the profession in the great City of London. Speaking of the former sittings at the Guildhall, he said that that tribunal was composed of judges and of special jurors, the latter of whom were drawn from merchants and others possessed of business knowledge, and although nobody would probably care to go back to the old state of things, and most solicitors preferred the present methods, believing that the disputes and controversies of their clients were better settled

by the Commercial Court than by any other tribunal, yet they felt that something was lost in not having juries of the same character. He suggested that it would make the administration of justice, so far as regarded city cases, perfect if it was necessary that cases in the Commercial Court should be tried by juries—he knew there was much difference of opinion upon that point—if they had juries of the same style and quality as the old juries which they used to have. He believed that the labours of the judges and of the bar and the solicitors would thereby be much less, because a tribunal would be formed fully qualified in every sense to settle as commercial men the differences of commercial men. This was a new company and without funds, but it had ventured by the personal efforts of its members to get up a subscription list for the Italian Earthquake Fund, and he would ask their honorary treasurer to hand the Lord Mayor a cheque for 70 guineas.

THE LORD MAYOR, in responding, expressed his pleasure that the solicitors of the city had banded themselves together on the lines of the old city guilds. He was surprised that this had not been done many years ago. The only company which could have been said to represent the profession was the Scriveners', of which the father of Milton was a member.

THE MASTER (Sir Homewood Crawford, City Solicitor) submitted the toast of his Majesty's judges. He said that the reason the solicitors of the city had banded themselves together in a company formed on the lines of the ancient city companies was expressly that they might render assistance to a very old society, which they regarded as their parent society, the Law Society, and he wished to make it perfectly clear to those who were connected with the Law Society that they must regard its members absolutely as friends, as those who were determined to do their utmost to support that society, believing that, formed as they were upon these modern lines, and connected, as they were bound to be, with the ancient City of London, they could be of material assistance and strength to that body. Although the company was quite young yet, personally he occupied a position which had existed for 365 years, and his predecessors for centuries had been brought often into close contact with the judges of the land. But he doubted very much whether history could record the fact that any one of his predecessors had had the high and distinguished honour of proposing the health of his Majesty's judges in the Mansion House of the City of London. It might not be known to all present how close a connection existed between the city and his Majesty's judges. The late sad catastrophe in Sicily had brought vividly to his mind what occurred in 1666, when the city had been devastated by a most serious fire. Then it was that an Act of Parliament had to be specially passed in order to create a court of judicature, composed of the judges of the land, to whom was referred the very serious difficulty of settling differences as to the ownership of property in the city in connection with the sad catastrophe. Those judges had extraordinary powers; there was no appeal from their decisions, but they gave eminent satisfaction, and the old corporation could boast of having in its archives to-day the records of their judgments. Again, the old corporation had been connected with his Majesty's judges in many ways. There were its special courts, such as the Central Criminal Court, and he ventured to express a very earnest hope that nothing would be done in any way lower the dignity of that court or to interfere with the close connection which for centuries had been maintained between his Majesty's judges and the other commissioners representing the corporation in the Central Criminal Court. The Mayor's Court had provided a training ground for many of his Majesty's judges. He remembered very well that when he entered the profession in 1872 the present Lord Chief Justice was then a rapidly rising junior practising in that court. At that time Mr. Justice Swinfen Eady was an articled pupil in a solicitor's office, and Sir Edward Clarke was also a rapidly rising junior practising there, and he could go on to the present Lord Chancellor, who received his early training in the Mayor's Court. Many of the recorders had become lord chief justices or lord chancellors.

LORD ALVERSTONE, in returning thanks, said that personally he should be very glad if he could bring back to the administration of commercial justice something like the old special juries in the Guildhall, with the technical knowledge they possessed. He had made some effort in that direction, but at present there were difficulties in connection with the matter, but he sincerely hoped that both in the Commercial Court and in special juries called to sit in the High Court, they might count on the invaluable assistance of the merchants and brokers who used to sit at the Guildhall, and whose names were so lamentably absent from the juries in the High Court. It was formerly of the greatest assistance to his Majesty's judges to know that almost invariably there were upon the juries trying special jury cases in the City of London brokers, merchants, bankers, and commercial men acquainted with the technicalities of business and often seeing in their own way a difficult case which baffled perhaps the intelligence of the judge. It was a great pleasure to him and his brother judges to meet around that hospitable table men, not a few, who had assisted in making the judges who now had the pleasure of accepting their hospitality. The solicitors had probably as much power in connection with law reform as any body of men that could possibly be selected. He put the power of the members of the profession above that of members of Parliament, and far above that of those who thought they could reform the law from the benches of the House of Commons or of the House of Lords. The solicitors represented the interests of their clients, and they, most of all, saw from practical experience where the system was working with friction, where it needed that some small change should be made, and he could assure them that, great as was the responsibility—and they

felt it very great—there was no body of men from whom he and others who had worked with him wished more to receive assistance and advice than the solicitors of the City of London. If effect was not immediately given to their suggestions, they must not think they were not welcome and that they were overlooked. They knew the difficulty of grafting upon old machinery modern changes which were certain to work successfully. All he could say was that to the body of solicitors of the city they looked back with gratitude as members of the bar who, by the assistance the solicitors had given them, had been enabled to win whatever success they might have gained in their profession, and who, he knew, appreciated to the full the responsible work his Majesty's judges had to do, who knew that their suggestions had only one object, not to advance their own professional interest, but the best methods of justice. That was neither the time nor the place to discuss possible improvements and changes except in the most general terms, but he could not help repeating what he had been obliged to say lately on other occasions, when the health of the judges had been proposed—namely, that owing to the fresh duties which had been placed upon the judges, it was the fact that the judges of the High Court, and in many cases of the County Courts, were working at high pressure, and it did rest to a large extent with the solicitors who understood matters, and through the solicitors with the members of the House of Commons, the Government of the day, the leaders of the House of Commons, on whose initiative, of course, alone changes took place—it did rather rest with the solicitors to see that the judges had not too great a strain thrown upon them, for they felt their responsibility, and there was no greater difficulty than to have to discharge one's work in the spirit of not having enough time to get through it, but that one must make as much haste as possible. Work was more effectively done, judicial duties were more efficiently discharged, if men were not feeling such a pressure. If a court was always struggling to get rid of arrears, and that was hanging round the necks of the judges, it put upon the judges the additional burden of feeling that they must in some way or other get through the business, and there was no worse waste of brains and intelligence and energy than to work too hard one who was willing to discharge his duties to the best of his ability. On behalf of the judges, he wished the company a prosperous, energetic, and successful career, particularly as it had been publicly stated that it recognised to the full the Law Society, and intended to work with it. The combination of the solicitors of the City of London was a great step, and an effort to which the judges all wished the most hearty success and prosperity.

Mr. WORTHINGTON EVANS proposed the toast of the legal profession. He said that the bar had their Inns of Court, which were in the best sense trades unions intended to protect their branch of the profession from attack, whether from without or within. The solicitors had been backward, but they were endeavouring to make up for lost time, even to the extent of imitating those admirable societies in their habits of dining with each other. They were all loyal supporters of the Law Society, of which they were all members. They knew the council of that society were a very hard-worked body, and very well deserving to be supported by the majority of the profession, though they were not, as they should be, supported by the whole of the profession. They had certain powers, but these were not strong enough to enable them to really represent the profession. They were doing a great work, but a work which could be supplemented by the efforts of this company. The company had been formed through the persistent courage chiefly of Mr. Francis, assisted by their hard-working senior warden, Mr. Hope. Lastly, the Master had been able to crown their efforts and to bring to a successful commencement the work they had taken in hand. The profession suffered at times from such matters as the Government taking up their work—he meant, in particular, their work relating to trusts. If that was good for the State, he felt sure the solicitors would help in it, but there were limits, and there was a form of competition of which they must take some notice. The Public Trustee had allowed himself to be interviewed, and there had been published in a newspaper what he had said about the business of his office. If a member of the bar had advertised himself in the same way his Inn would have had something to say about it, and similarly, if a solicitor had acted in that manner the Law Society might have had something to say about such a proceeding. The solicitors were a comparatively small body, and it might be that that sort of thing could be done with impunity where they were concerned. But how would the bankers like it if the Post Office took to issuing cheques and employed the postmen as a sort of commercial travellers in their interest? This kind of encroachment was not likely to end in any one direction, and it seemed to him they had a right to an inquiry with regard to it that they might offer suggestions so that this class of encroachment might, at any rate, be to some extent mitigated. He ventured to think the profession never stood higher than at present. In the present Cabinet the Prime Minister was a member of one branch of the profession, the Chancellor of the Exchequer a member of another branch and of the court of the company. There were probably more members of one or other branch of the profession in the Ministry than at any other time, and certainly in the House of Commons more than at any previous time.

The SOLICITOR-GENERAL, in the absence of the Attorney-General, who was unable to be present, responded for the bar. He said that without industry and drudgery the lawyer could not get on at all in his profession. His experience in a solicitor's office and afterwards in practice for a short period had been invaluable to him when he joined the other branch of the profession. He did not know of any training which was better for a barrister than to go through that of a solicitor's

office. Lawyers were absolutely necessary in every civilised community, and whatever might be said about the delinquencies of the members of the profession in either branch, there was no body of men in commerce, literature, philosophy, or any other walk of life more honourable than the body of men who made up the profession. It was a great, a noble, an honourable profession, and he trusted that each one of them would say, "I will not be the worse from the fact that I form for the moment a member of that profession."

Mr. J. S. BEALE (President of the Law Society) returned thanks on behalf of the solicitor branch of the profession. He said his function was to bear to the Solicitors' Company a message of the heartiest good will, not only from the Law Society, but also from the country organisations of solicitors, who would gather strength and, he hoped, inspiration, certainly co-operation, from the newly-formed company of London solicitors. It was most grateful to the president and those he represented to find that co-operation of this character for professional purposes had been so well organised and so well inaugurated. The necessity of co-operation was a commonplace, but it was what the solicitors throughout the country unfortunately did not properly appreciate. The Law Society was glad that this young society was not in any sense antagonistic to the older organisation, but rather helpful and desirous of co-operation, and the London practitioners who were outside the circle which had been limited for membership could only wish hearty good will for the company. There had been no time in his experience when the solicitor profession had been subjected to more attacks, but they must live down the bad time.

The LORD MAYOR proposed the toast of the City of London Solicitors' Company, coupled with the health of the Master and Wardens.

At this point Mr. W. H. LEES, on behalf of the company, presented to the Master an emblazoned address as a token of respect and esteem for himself and the good work he had done for the company, and in acknowledgment of his gift to the company of the first enrolment book.

The MASTER, in returning thanks, invited solicitors practising in the city to join the company in their own interest and that of their clients.

Mr. T. H. BERRIDGE, M.P., proposed the health of the visitors, and The MASTER of the Mercers' Company (Mr. R. H. Bicknell) returned thanks.

The band of the Royal Regiment of Artillery gave a selection of music during dinner, and at dessert vocal and instrumental music was performed by Miss D'Auvergne Upcher, Mr. Horatio Connell, and Mr. Thomas F. Noakes.

## Law Students' Journal. Calls to the Bar.

The following gentlemen were called to the Bar on Tuesday:—

LINCOLN'S INN.—R. de B. Beamish, Caius Coll., Camb., B.A.; Arunachalam Mahadeva, Christ's Coll., Camb., B.A.; Naziruddin Hasan, B.A. (Alig.) (Camb.), Downing Coll., Camb.; W. F. Waite, Downing Coll., Camb.; G. K. W. Perera, Christ's Coll., Camb., B.A.; A. H. Flint, Trin. Coll., Camb., LL.B.; Moreshwar Vasudeo Abhyankar; Govind Vinayek Desmukh; Khakendra Chandra Nag, Calcutta Univ., B.A.; F. E. Knottesford-Fortescue, Brasenose Coll., Oxford, B.A.; and Mulchand Aimal Kundanani.

INNER TEMPLE.—L. J. A. Pile, B.A., LL.B., Camb.; R. F. Truscott, B.A., Camb.; H. B. Farquhar, Camb.; D. Segur, B.A., Oxford; I. E. Melville, B.A., LL.B., Camb.; C. E. Leathart Rae, B.A., Oxford; H. F. Wallace, B.A., Oxford; R. L. W. Byrde, B.A., LL.B., London; H. B. Warner, B.A., Camb.; W. B. Riesle, B.A., LL.B., Camb.; J. S. Murray, B.A., Camb.; H. D. Trill, B.A., Camb.; J. G. Thompson, B.A., Oxford; M. H. Godby, B.A., Oxford; J. V. Nesbitt, B.A., Oxford; A. Jones, M.A., Camb.; J. H. Boraston, B.A., Oxford; E. Taunton, M.B., London; R. C. Ollivant, B.A., Camb.; H. W. S. Francis, B.A., Oxford; G. C. F. Schirrmester, D.C.L., Berlin; J. Gadsby; V. Lloyd-Bostock; W. A. Wardley; and C. H. Blundell Ince.

MIDDLE TEMPLE.—J. J. Smith, B.A., Cape Univ., Chancellor's gold medalist in modern languages, certificate of honour, C.L.E., Hilary term, 1909; L. F. Maingard, certificate of honour, C.L.E., Hilary term, 1909; M. Hughes, B.A., LL.B., Royal Univ. of Ireland; T. A. J. Pile, B.A., New Coll., Oxford; H. J. Kemp; W. C. Howe; R. Bennett, B.A., Camb.; Basanta Kumar Das; Theon Constantine Cotroni; R. J. Hudson, B.A., LL.B., Camb.; E. W. D. Colt-Williams, B.A., Ch. Ch., Oxford; W. H. Stuart, B.A., Oxford, and Cape Univ.; Sohrab Dadabhai Bhedwar; Cawanjee Burjorjee Jassawalla; Kumar Padma Gopal Menon, F.T.S., M.R.A.S.; Sorabjee Adarjee Dalal, B.A., Bombay Univ., B.C. Manchester Univ.; C. T. Williams, M.A., Liverpool and Manchester; Edward Hulse; Kaikhushroo Byramjee Pudumjee; Madhav Krishna Wagle, B.A., Calcutta; Moungh Bah Saing; I. H. Stranger; and J. M. Xavier.

GRAY'S INN.—Sarat Kumar Chakravarti, certificate of honour, C.L.E., Hilary, 1909, M.A., B.L., Calcutta Univ., a Vakil of the Calcutta High Court; Irach Jehangir Sorabji Taraporewala, B.A., Bombay Univ.; Nirendra Nath Sen, Edinburgh Univ.; G. M. K. Leggett, B.A., King's Coll., Camb.; P. F. Rosettenstein; Avancha Vinkata Dass; N. Thatcher, M.A., LL.B., St. John's Coll., Camb.; Mohiuddin Mahomed Narma, B.A., Bombay Univ.; W. C. Pilley; P. L. Beard; W. A. Chance; William Lovelace; Badral Islam Ali Khan; Israel Ginsberg; Sohrab Limjibhai Daver, B.A., Bombay Univ.; Sarat Sasi Mallik; and Dennis O'Sullivan, Registrar of the Court of Small Causes, Mouline, Burma.



## Obituary.

### Mr. E. Holmes.

The death is announced of Mr. Edward Holmes, of Bocking, Essex, solicitor, at the age of seventy years. He was admitted in 1859, and was registrar of the county court at Dunmow and clerk to the Commissioners of Taxes for the Bickford Hundred. He is said to have served thirty-two years in the Volunteers, retiring with the rank of major.

## Legal News.

### Appointments.

Mr. A. ST. JOHN BURROUGHS, of the firm of J. B. C. Burroughs & Son, solicitors, 23, Bridge-street, Bristol, has been appointed a Commissioner for Oaths.

Mr. S. H. S. LOFTHOUSE, K.C., has been elected a Bencher of the Honourable Society of Lincoln's Inn.

Mr. J. M. ASTBURY, K.C., M.P., has been appointed by the Honourable Society of the Middle Temple one of their Representatives on the Incorporated Council of Law Reporting for England and Wales, in the place of the late Sir C. M. Warming, K.C.

### Changes in Partnerships.

#### Dissolutions.

WILLIAM JAMES JONES and WILLIAM THOMAS CAMPBELL JONES, solicitors (W. J. Jones & Son), Haverfordwest. Sept. 17. [Gazette, Jan. 22.]

GEORGE JAMES JOHNSON, JOHN HENRY BARCLAY, WILLIAM JOHNSON, ARTHUR GEORGE JOHNSON, and CHARLES EKIN, solicitors (Johnson & Co.), Birmingham. Dec. 31. So far as regards the said John Henry Barclay, who then retired from the partnership.

EDGAR GILBERT ROBINS, FREDERICK HAMMOND CLARK, JOHN KENNETT BROWN, and HERBERT DEANE GRIMS DALL, solicitors (Edgar Robins & Clark), Bank-chambers, Hornsey, and 11, Great St. Helens, London. Dec. 31. [Gazette, Jan. 26.]

### General.

On the 20th inst. Mr. Justice Ridley was late in taking his seat. He said, according to the *Times* reporter, that he was sorry the sitting of the court had been delayed. It was owing to the summonses. The summonses that was to have been taken before him had to be adjourned owing to the absence of the parties, as had happened on other occasions, and the time had been wasted. He thought that some steps should be taken to abolish this ridiculous system. Sir E. Carson, K.C., and Mr. Rufus Isaacs, K.C., counsel engaged in the case before the court, said they quite agreed with the remarks of the learned Judge.

On Monday, the committee of the Royal Courts of Justice and Legal Temperance Society held a social meeting in the Old Hall of Lincoln's Inn. Mr. Justice Walton, who presided, said the society had a long record of good work and included among its members total abstainers and those who were not abstainers but who were impressed by the terrible consequences of intemperance. His experience as Recorder of Wigan and Judge of the High Court since 1901 led him to the conclusion that more than 99 per cent. of the trials for crimes of violence had their origin in intemperance. He would not say that professional criminals such as burglars were addicted to drunkenness, but it was his experience that crimes of violence ending often in frightful tragedies and a death sentence could usually be traced to excessive drinking. Habitual offenders also who were constantly sent to prison for small pilferings were, in a large number of cases, victims to a craving for drink they could not resist. He heartily commended the work of the society in raising the standard of public opinion in regard to drinking.

In his first lecture on "The Development of the Marriage Laws of Western Europe," delivered by Sir John Macdonell at University College, on the 20th inst., he said that it was strange that the relation in life which, it might have been assumed, would be first reduced to order, systematized and made the subject of precise law, was long left throughout Europe indefinite and obscure. Women had in the past everywhere been under some form of tutelage, and the notion that the consent of the parties was necessary to matrimony was a comparatively modern one, with this exception, that Roman law preceded all other systems in that direction. Under feudalism the position of women was, broadly speaking, unfavourable, but the Church steadily insisted that the consent of the parties should be deemed essential for a marriage. The lecturer, in conclusion, referred to the question of the age at which a valid consent to marry may be given, and the effect, if any, of the withholding of the consent of the parents or guardians. The age of emancipation from parental control was, for males and females respectively:—Norway, 18 and 21; Brazil, Mexico, Portugal, and Sweden, 21 and 21; Argentina, 22 and 22; Austria-Hungary, 24 and 24; Switzerland, 20 and 21; Germany, 25 and 24; Belgium, France, Italy, and Roumania, 25 and 21; and Denmark, 25 and 25.

Thirty-one years ago, says the *Evening Standard*, that eminent lawyer Sir Arthur Charles, P.C., was appointed Recorder of Bath. To-day [Saturday last] he is to be congratulated on his seventieth birthday. For ten years he was a judge of the Queen's Bench Division, and for four more judge of the Arches Court. He was some time Chancellor of the Diocese of Southwell and Commissary of Westminster. He was a member of the Royal Commission on the Ecclesiastical Courts, and for many years member of the Council of University College, as well as of the Council of Legal Education. His large experience and ripe knowledge have made him a leading authority on ecclesiastical law, and his opinion is sought on many intricate points of legal procedure.

The four new courts for four non-existent judges are, says a writer in the *Daily Telegraph*, being erected with due despatch. Money also is to be lavished, unless wiser counsels are allowed to prevail, on a new sessions house in Bloomsbury, to replace the old court-house at Newington; and more gold is to be squandered on the Middlesex Sessions House at Westminster. Not to be left behind, the Land Registry—an institution of very doubtful utility—is demanding, and is about to receive, funds for its enlargement. Why the Imperial and municipal authorities should be so enamoured of bricks and mortar is an insoluble mystery. The capital invested of late years in buildings represents many judgeships. What was spent on the new Central Criminal Court would have endowed a dozen of them.

The judge of the Liverpool Court of Passage has, says a writer in the *Globe*, displayed an unique regard for the value of judicial time. "How much?" was all he deemed it necessary to say to the jury in an action for damages. Even Lord Bramwell, that master of judicial brevity, said nothing quite so terse as that. Probably the nearest approach he got to it was in his summing-up at the trial of a prisoner charged with stealing a ham. The day was hot, the counsel had been loquacious, and the ham was perspiring in the crowded court. "There, gentlemen," he said to the jury, "is the prisoner, and there, gentlemen, is the ham, consider your verdict." At another trial in an assize court, his laconic utterance was due to an interposition of the prisoner. "You have been convicted—" began Bramwell. "How much?" interrupted the prisoner. "Nine months," said the judge, at once falling into the prisoner's mood.

In the Divisional Court on Tuesday, on the hearing of an application against a solicitor, says the *Daily Telegraph*, the Lord Chief Justice remarked that the court could not countenance the using of the machinery of the Law Society for the purpose of extracting counsel's fees from solicitors. They had their remedy in another direction. On the other hand, if a solicitor had received money to pay accounts with and had kept it to himself, instead of applying it to the specific purpose for which he received it, it might be held to be professional misconduct, in respect of which the Court would inflict punishment. In the case then under consideration the committee of the Law Society had negatived any fraudulent intention on the part of the solicitor concerned to deprive the plaintiff of his fees, but apparently there was a desire to delay payment as long as possible, and the solicitor must pay the costs of the application and of the Law Society.

## Court Papers.

### Supreme Court of Judicature.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	MR. JUSTICE JOYCE.	MR. JUSTICE SWINFEN EADY.
Monday ...Feb. 1	Mr Theod Church	Mr Bloxam Theod	Mr Sygne Goldschmidt	Mr Farmer Bloxam
Tuesday ..... 2	Church	Theod	Goldschmidt	Bloxam
Wednesday ..... 3	Sygne	Church	Greswell	Theod
Thursday ..... 4	Goldschmidt	Sygne	Beal	Church
Friday ..... 5	Greswell	Goldschmidt	Borror	Sygne
Saturday ..... 6	Beal	Greswell	Leach	Goldschmidt

  

Date.	MR. JUSTICE WARRINGTON.	MR. JUSTICE NAVILL.	MR. JUSTICE PARKER.	MR. JUSTICE EVA.
Monday ...Feb. 1	Mr Beal	Mr Church	Mr Greswell	Mr Leach
Tuesday ..... 2	Borror	Sygne	Beal	Farmer
Wednesday ..... 3	Leach	Goldschmidt	Borror	Bloxam
Thursday ..... 4	Farmer	Greswell	Leach	Theod
Friday ..... 5	Bloxam	Beal	Farmer	Church
Saturday ..... 6	Theod	Borror	Bloxam	Sygne

## The Property Mart.

### Forthcoming Auction Sales.

Feb. 4.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Absolute Reversions, Reversion, Life Interest, and Policies of Assurance (see advertisement, back page, this week).

Feb. 4.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground-rents (see advertisement, back page, this week).

Feb. 10.—Messrs. TROLLOPE, at the Mart at 2: Corner Mansion and Town House (see advertisement, back page, Jan. 23).

Feb. 11.—Messrs. LEOPOLD FARMER & SONS, at the Mart, at 2: Freehold Ground-rent (see advertisement, back page, Jan. 23).

Feb. 17.—Messrs. S. WALKER & SONS, at the Mart, at 2: Freehold and Leasehold Block of Buildings (see advertisement, back page, this week).

Feb. 17.—Messrs. FOSTER, at the Mart, at 2: Freehold Building Land (see advertisement, back page, Jan. 23).

March 1.—Messrs. WEAVER & GREEN, at the Mart, at 2: Two Hotels (see advertisement, back page, this week).

March 17.—Messrs. TROLLOPE, at the Mart: Mansion; and to Let by Auction, St. George's Hall (see advertisement, back page, this week).

## Winding-up Notices.

London Gazette.—FRIDAY, JAN. 23.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

ALABAMA PORTLAND CEMENT CO., LIMITED.—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Matthew Henry Adams, 30, Backshop, liquidator.

BAIRN and CONTINENTAL ENTERPRISE, LIMITED.—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to J. E. Percival, 6, Old Jewry, liquidator.

C. DOLLMANN, LIMITED.—Petition for winding up, presented Jan 19, directed to be heard Feb 2. Clapham & Co., Devonshire sq., solvatores for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1.

CANBERRIE & CO., LIMITED.—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to William Daw, 175, Shoreditch, liquidator.

CIGAR BOX MANUFACTURING CO., LIMITED.—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Ernest Arthur Browne, Bentinck bldg., Wheeler gate, Nottingham, liquidator.

GRACILEN MOTOR CAR CO., LIMITED.—Petition for winding up, presented Dec 10, directed to be heard Feb 2. Tippesta, Maiden in, solvatores for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1.

PROBY, LIMITED.—Petition for winding up, presented Jan 13, directed to be heard at Edmonton, Feb 5. McKenna & Co., Basinghall st., solvatores for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 4.

SPRINGDALE GOLD MINES, LIMITED.—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to J. W. Lowigson, 2 and 3, West st., Finsbury circus, liquidator.

TALBOT & CO., LIMITED.—Creditors are required, on or before Feb 4, to send their names and addresses, and the particulars of their debts or claims, to William Henry Shaw, Market pl., Dewsbury, liquidator.

London Gazette.—TUESDAY, JAN. 26.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

FANTI CONSOLIDATED MINES, LIMITED (IN LIQUIDATION).—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 10, St. Swithin's ln., liquidator.

INTERNATIONAL CORRESPONDENCE SCHOOLS, LIMITED.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Arthur Newton Smith, 59 and 60, Chancery ln., Hewitt & Co., Leadenhall st., solvatores for the liquidator.

LONDON and PARIS EXCHANGE, LIMITED.—Petition for winding up presented Jan 13, directed to be heard Feb 9. Colman & Dunn, Andrey House, Ely pl., solvatores for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 8.

PLATE GLASS MANUFACTURING CO., LIMITED.—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to George Holland Turner, Arcade chambers, Wigan. Peace & Ellis, solvatores for the liquidator.

STONE, ROSS & CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Henry Holton Sturge, 1, Guildhall chambers, Basinghall st., Ford & Co., Bloomsbury sq., solvatores for the liquidator.

## Bankruptcy Notices.

London Gazette.—FRIDAY, JAN. 23.

## RECEIVING ORDERS.

ARMITAGE, HARRY, Harborne, Birmingham, Builder Birmingham Pet Jan 1 Ord Jan 18

BAILEY, CHARLES FELIX, Borough Green, Cambs, Bricklayer Cambridge Pet Jan 18 Ord Jan 18

BENSON, HIND, Hartop, Patterdale, Westmorland, Foreman Ganger Carlisle Pet Jan 18 Ord Jan 18

BREWER, JAMES LAZELL, Harwich, Baker Colchester Pet Jan 18 Ord Jan 18

BROADHEAD, THOMAS, Rayneshorpe, Yorks, Joiner Dewsbury Pet Jan 20 Ord Jan 20

BURTON, HAROLD, Lower Sloane st, Tobaccoist High Court Pet Sep 8 Ord Jan 19

CAMPBELL, GEORGE, Great Malvern, Worcester, Dentist's Manager Newport Mon Pet Jan 18 Ord Jan 18

CARSON, FREDERICK WILLIAM, Hoylake, Chester, Dentist Liverpool Pet Dec 12 Ord Jan 19

CARTER, WILLIAM, Colcham, Wolverhampton, Washer Maker Wolverhampton Pet Jan 9 Ord Jan 20

CHESTMAN, JOSEPH, Radcliffe, Lancs, Butcher Bolton Pet Jan 19 Ord Jan 19

CLAVE, CHARLES, South Town, Dartmouth, Cab Proprietor Plymouth Pet Jan 18 Ord Jan 18

COOPER, ARTHUR, Ushaw Moor, Durham, General Dealer Durham Pet Jan 18 Ord Jan 18

CORRETT, GEORGE HENRY, Redston rd, Hornsey High Court Pet Nov 30 Ord Jan 19

COTTEGRAVE, JAMES HANRETT, Chester, Grocer Chester Pet Jan 19 Ord Jan 19

COX, FRANCIS EDWARD, Sydenham, Motor Engineer Greenwich Pet Jan 16 Ord Jan 16

CROOK, JAMES WILLIAM, Burnley, Insurance Agent Burnley Pet Jan 13 Ord Jan 19

DAWSON, JAMES, Wigan, Fruit Salesman Wigan Pet Jan 19 Ord Jan 18

DODDINGTON, JAMES, Bradford on Avon, Wills, Rubber Worker Bath Pet Jan 18 Ord Jan 18

ECSTACE, ALFRED, Dunstable, Beds, Nurseryman Luton Pet Jan 18 Ord Jan 18

EVANS, THOMAS, Little Wymondley, nr St Albans, Ponthrydys, nr Port Talbot, Coal Miner Aberystwyth Pet Jan 20 Ord Jan 20

FODER, THOMAS EDWARD, Eccles, Lancs, Cycle Agent Salford Pet Jan 20 Ord Jan 20

FORSTER, JOHN, Kingston upon Hull, Commission Agent Kingston upon Hull Pet Jan 20 Ord Jan 20

FRYER, SALPH HENRY, Harperley, Durham, Colliery Bankman Durham Pet Jan 20 Ord Jan 20

GOLDWATER, CHARLES, Priors Marston, Warwick, Farmer Warwick Pet Jan 19 Ord Jan 19

GREEN, WILLIAM, Cold Elm, Norton, Glos, Carpenter Gloucester Pet Jan 20 Ord Jan 20

GURST, FRANCIS, Little Dawley, Salop, Miner Madeley Pet Jan 20 Ord Jan 20

HALLS, BEATRICE, Peckham Park rd, Acton High Court Pet Jan 19 Ord Jan 19

HARDING, TOM, Weston super Mare, Somerset, Traveller on Commission Bridgwater Pet Jan 20 Ord Jan 20

HARRIS, JOSEPH WILLIAM, Newcastle on Tyne, Drapery Warehouseman Newcastle on Tyne Pet Jan 21 Ord Jan 21

HEATON, CHARLES, Bolton, Rubber Dealer Bolton Pet Dec 14 Ord Jan 20

HOLLAND, FRANK HAYNE, Parkstone, Dorset Poole Pet Jan 19 Ord Jan 19

HUNT, THOMAS, Penrith, nr Wolverhampton, Solicitor Wolverhampton Pet Jan 1 Ord Jan 20

ISGAIN, MATTHEW, Swadincote, Derby, Manufacturer Burton on Trent Pet Dec 30 Ord Jan 20

JACKSON, JAMES, Church End, Horsforth, Yorks, Grocer Leeds Pet Jan 1 Ord Jan 18

JOHNSON, RACHAEL JANE, Derby, Enticer Brighton Pet Dec 18 Ord Jan 11

MAPLETHORPE, THOMAS, Holliswood, Lancs, Carrier Oldham Pet Jan 18 Ord Jan 18

MILLON, JOSE, Rendon, Sunderland, Blacksmith Sunderland Pet Jan 18 Ord Jan 18

NORTHGALL, WILLIAM THOMAS, Walsall, Fidelity Manufacturer Walsall Pet Jan 18 Ord Jan 18

O'HARE, HUGH, Gateshead, Grocer Newcastle on Tyne Pet Dec 23 Ord Jan 19

OWEN, JOHN, Gathurst, Lancs, Retail Fruitwre Wigan Pet Jan 18 Ord Jan 18

PEPPER, ERNEST CHARLES, Leaside av, Muswell hill, Jeweller High Court Pet Dec 29 Ord Jan 20

PICKARD, HARRIET, Harrogate, Boarding House Proprietor York Pet Jan 5 Ord Jan 18

PRICE, JAMES WILLIAM, Preston, North Shields, Provision Dealer Newcastle on Tyne Pet Jan 18 Ord Jan 18

RICHARDS, JOSEPH, Glydach, Llanfyllfach, Glam., Tinplate Worker Aberystwyth Pet Jan 20 Ord Jan 20

ROBERTS, FREDERICK, King William st, Inventor High Court Pet Nov 9 Ord Jan 19

SCHMIDT, FREDERICK WILLIAM, Clacton on Sea, Dairyman Edmonton Pet Dec 22 Ord Jan 18

SIMMONS, THOMAS, Warrington, Builder Croydon Pet Jan 19 Ord Jan 19

SIMPSON, ROBERT HALLAM, and HERBERT THOMAS GERRETT, Wimbledon, Builders Kingston, Surrey Pet Jan 19 Ord Jan 19

SPRINGGAY, HENRY MAISON, Dover, Clerk Canterbury Pet Jan 19 Ord Jan 19

STANTON, EL, Meads Ashby, Northampton, Baker Northampton Pet Jan 19 Ord Jan 19

STEPHENSON JOHN PARMEY, Priors Lee, Salop Madeley Pet Dec 22 Ord Jan 19

WALTON, JOHN EDWARD, Darlington, Architect Stockton on Tees Pet Jan 19 Ord Jan 19

WILLIAMSON, THOMAS, Blackpool Wrexham Pet Jan 13 Ord Jan 13

WINTERBOTH, FRANCIS, Leicester, Builder Leicester Pet Jan 7 Ord Jan 18

## FIRST MEETINGS.

BARBARD, THOMAS KNIGHT, Arderton's Hotel, Music Seller Jan 30 at 11 Off Rec Station rd, Gloucester

BENFORD, AUBREY FRANK, and WALTER HERBERT MOULD, Kettering, Northampton, Shoe Manufacturers Feb 1 at 12 Off Rec, Bridge st, Northampton

BROTHERS, ARTHUR WELLSLEY, Blackburn, Commission Agent Feb 1 at 2.30 Off Rec, 35, Victoria st, Liverpool

BURTON, HAROLD, Lower Sloane st, Tobaccoist Feb 1 at 1 Bankruptcy bldg, Carey st

CARTWRIGHT, HERBERT, Birmingham, Grocer Feb 2 at 1 Ruskin chambers, 191 Corporation st, Birmingham

CHARTER, HARRY CORNELIUS MONTAGUE MILWARD, Buttershaw, Bradford, Solicitor Feb 2 at 11 Off Rec, 13, Duke st, Bradford

CHESTMAN, JOSEPH, Radcliffe, Lancs, Butcher Feb 2 at 3 Exchange st, Bolton

COOPER, JOHN WILLIAM, Gainsborough, Labourer Feb 1 at 12.30 Off Rec, 31, Silver st, Lincoln

CORRETT, GEORGE HENRY, Redston rd, Hornsey Feb 2 at 12 Bankruptcy bldg, Carey st

COX, FRANCIS EDWARD, Sydenham, Motor Engineer Feb 3 at 11.30 Off Rec, 13, York rd, Westminster Bridge

DAWSON, JAMES, Wigan, Fruit Salesman Feb 1 at 2.30 Off Rec, Exchange st, Bolton

DINOLY, JOHN, Edgworth, Warwick Tailor Feb 2 at 11.30 Ruskin chambers, 191 Corporation st, Birmingham

ECSTACE, ALFRED, Dunstable, Nurseryman Feb 2 at 3 Off Rec, Bridge st, Northampton

EVERETT, ALBERT, Tetterton to John, Norfolk, Baker Jan 30 at 12 Off Rec, 8, King st, Norwich

FRANKEL, ZODIE, Dalston, Butcher Feb 1 at 11 Bankruptcy bldg, Carey st

GURST, FRANCIS, Little Dawley, Salop, Miner Jan 30 at 11 Charlton Arms Hotel, Wellington

HALLS, BEATRICE, Peckham Park rd, Surrey, Actress Feb 2 at 2.30 Bankruptcy bldg, Carey st

HARRIS, JOSEPH WILLIAM, Killingworth, Northumberland, Drapery Warehouseman Feb 2 at 3 County Court, Westgate rd, Newcastle on Tyne

HEARN, BERTHA HICOTS, Birthington, Kent, Publican Jan 20 at 11 Off Rec, 68A, Castle st, Canterbury

HICKWORTH, JACOB, Heckmondwike, Yorks, Grocer Feb 1 at 11 Off Rec, Bank chambers, Corporation st, Dewsbury

HICKS, ELLIS YARR, Linton, Boarding House Keeper Feb 2 at 12.30 Off Rec, Bridge st, Northampton

JACKSON, JAMES, Church End, Horsforth, Yorks, Grocer Feb 1 at 11 Off Rec, 24, Bond st, Leeds

JACKSON, JAMES TAYLOR, Facit, nr Rochdale, Carrier Feb 9 at 11.30 Townhall, Rochdale

JENNINGS, HENRY HENRY, Great Grimaby, Cabinet Maker Jan 20 at 11 Off Rec, St Mary's chambers, Great Grimaby

LAKE, ALBERT, Halvergate, Norfolk, Dealer Jan 30 at 11.30 Off Rec, 8, King st, Norwich

LEE, ISAAC, Holloway rd, Tobacco Factor Feb 1 at 12 Bankruptcy bldg, Carey st

LYOTD, CHARLES, Smethwick, Staffs, Grocer Feb 4 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham

MAPLETHORPE, THOMAS, Holliswood, Lancs, Carrier Feb 2 at 11 Off Rec, Greaves st, Oldham

MARSHALL JAMES, Birmingham, Insurance Agent Feb 3 at 12 Ruskin chambers, 191, Corporation st, Birmingham

NEDHAM, GEORGE, and ERIC MOORE, Barwell, Leicester Boot Manufacturers Feb 1 at 13 Off Rec, 1, Bridge st, Leicester

NOAKES, ALEXANDER JAMES, St Leonards, Sussex, Ironmonger Feb 1 at 12 County Court, 24, Cambridge rd, Hastings

O'HARE, HUGH, Gateshead, Grocer Feb 2 at 11 Off Rec, 20, Mooley st, Newcastle on Tyne

OWEN, JOHN, Gathurst, Lancs, Retail Fruitwre Feb 1 at 3 Exchange st, Bolton

PEPPER, ERNEST CHARLES, Leaside av, Muswell hill, Jeweller Feb 1 at 12 Bankruptcy bldg, Carey st

PICKARD, HARRIET, Harrogate, Boarding House Proprietor Feb 4 at 3 Off Rec, The Red House, Duncombe pl, York

PRICE, JAMES WILLIAM, Preston, North Shields, Provision Dealer Feb 2 at 12 Off Rec, 30, Mooley st, Newcastle on Tyne

RAND, ANNIE ELIZABETH, King's Heath, Worcester, Ladies' Outfitter Feb 3 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham

REYNOLDS, JOHN EDWIN, Walsall, Florist Feb 2 at 11.30 Off Rec, Wolverhampton

ROBERT, FREDERICK, King William st, Inventor Feb 1 at 11 Bankruptcy bldg, Carey st

ROBERTS, HARRY, End Farm Wootton, nr Bedford, Straw Hat Manufacturer Feb 2 at 12 Off Rec, Bridge st, Northampton

RUDD, WILLIAM, Kingston upon Hull, Joiner Jan 30 at 11 Off Rec, York City Bank chambers, Lowgate, Hull

SIBLEY, GEORGE WALTER, Peterborough, Builders Feb 5 at 11.40 Law Courts, Peterborough

STEPHENSON, JOHN PARMEY, Priors Lee, Salop Jan 30 at 11.45 Charlton Arms Hotel, Wellington

TEDDINGTON JOSEPH CO, High st, Teddington Feb 3 at 12 123, York rd, Westminster Bridge

TIPTON, JOHN, Cullingham, Salop, Plumber Jan 30 at 12 2, Off st, Hereford

TRANTER, JOHN THOMAS, South Bank, Yorks, Shoemaker Feb 1 at 11.30 Off Rec, Court chambers, Albert rd, Middlesbrough

VALERIE, WILLIAM, Elm, Isle of Ely, Cambridge Jan 30 at 12.30 Off Rec, 8, King st, Norwich

WINTERBOTH, FRANCIS, Leicester, Builder Feb 1 at 3 Off Rec, 1, Bridge st, Leicester

ZIEGLER, ADOLPH, Minnow, Fulham Feb 1 at 12 123, York rd, Westminster Bridge

## ADJUDICATIONS.

ALLEN, THOMAS, Long Eaton, Derby, Butcher Derby Pet Dec 24 Ord Jan 20

ARMITAGE, HARRY, Harborne, Birmingham, Builder Birmingham Pet Jan 1 Ord Jan 20

ASPWOOD, FREDERICK, Nevis rd, Upper Tooting, Salesman High Court Pet Jan 15 Ord Jan 15

BAILEY, CHARLES FELIX, Borough Green, Cambs, Bricklayer Cambridge Pet Jan 18 Ord Jan 19

BENSON, HIND, Hartop, Patterdale, Westmorland Foreman Ganger Carlisle Pet Jan 18 Ord Jan 18

BEVERIDGE, JAMES B, Bromley, Physician Croydon Pet Dec 30 Ord Jan 19

BREWER, JAMES LAZELL, Harwich, Essex, Baker Colchester Pet Jan 18 Ord Jan 18

CAMPBELL, GEORGE, Great Malvern, Worcester, Dentist's Manager Newport, Mon Pet Jan 18 Ord Jan 18

CARDER, LAURENCE WILFRED, Conway, Carnarvon, Mining Engineer Bangor Pet Oct 13 Ord Jan 19

CHESTMAN, JOSEPH, Radcliffe, Lancs, Butcher Bolton Pet Jan 19 Ord Jan 19

CLAVE, CHARLES, South Town, Dartmouth, Cab Proprietor Plymouth Pet Jan 18 Ord Jan 18

COOPER, ARTHUR, Ushaw Moor, Durham, General Dealer Durham Pet Jan 18 Ord Jan 18

COTTEGRAVE, JAMES HANRETT, Chester, Grocer Chester Pet Jan 19 Ord Jan 19

CRAGGS, CHRISTOPHER, Harrogate, Saddler York Pet Dec 15 Ord Jan 18

CROOK, JAMES WILLIAM, Burnley, Insurance Agent Burnley Pet Jan 18 Ord Jan 18

DAWSON, JAMES, Standishgate, Wigan, Lancs, Fruit Salesman Wigan Pet Jan 18 Ord Jan 18

DODDINGTON, JAMES, Bradford on Avon, Wills, Rubber Worker Bath Pet Jan 18 Ord Jan 18



DORMAN, GEORGE WILLIAM, Narborough, Leicester, Farmer  
Leicester Pet Jan 1 Ord Jan 18  
DYANE, THOMAS, Lletty Lwyd Hut, nr Station, Pontrhy-  
dylen, nr Port Talbot, Glam, Coal Miner Neath Pet  
Jan 20 Ord Jan 20  
FODER, THOMAS EDWARD, Eccles, Lancs, Cycle Agent Sal-  
ford Pet Jan 20 Ord Jan 20  
FOSTER, JOHN, Kingston upon Hull, Commission Agent  
Kingston upon Hull Pet Jan 20 Ord Jan 20  
FRYER, RALPH HENRY, Harperley, Durham, Colliery  
Bankman Durham Pet Jan 20 Ord Jan 20  
GLADWINE, GEORGE HARRY, Cheltenham, Gun Maker  
Cheltenham Pet Dec 16 Ord Jan 18  
GOLDENITH, CHARLES, Prior, Warwick, Farmer  
Warwick Pet Jan 19 Ord Jan 19  
GREEN, WILLIAM, Cold Elm, Norton, Glos, Carpenter  
Gloucester Pet Jan 20 Ord Jan 20  
GUEST, FRANCIS, Little Dawley, Salop, Miner Madeley  
Pet Jan 20 Ord Jan 20  
HARDING, TOM, Weston super Mare, Traveller on Com-  
mission Bridgwater Pet Jan 20 Ord Jan 20  
HOLLAND, FRANK HAYNE, Parkstone, Dorset Poole Pet  
Jan 19 Ord Jan 19  
HOW, ALBERT, Fordham, Cambs, Miller Cambridge Pet  
Jan 5 Ord Jan 18  
JACKSON, JAMES, Church End, Horsforth, Yorks, Grocer  
Leeds Pet Jan 1 Ord Jan 20  
JOHNSON, RICHARD JAMES, Derby, Butcher Brighton Pet  
Dec 18 Ord Jan 19  
KING, ROBERT GEORGE, Thornton Heath, Surrey, Dealer in  
Musical Instruments Croydon Pet Oct 22 Ord  
Jan 19  
LACE, ALBERT, Halvergate, Norfolk, Dealer Great Yar-  
mouth Pet Jan 16 Ord Jan 19  
LEA, ISAAC, Holloway rd, Tobacco Factor High Court Pet  
Dec 2 Ord Jan 18  
MAPLETHORPE, THOMAS, Hollinwood, Lancs, Carrier  
Oldham Pet Jan 18 Ord Jan 18  
MELLOR, JOHN, Hendon, Sunderland, Blacksmith Sunder-  
land Pet Jan 18 Ord Jan 18  
OWEN, JOHN, Gethurst, Lancs, Retail Fruiterer Wigan  
Pet Jan 18 Ord Jan 18  
PAYNE, ALFRED, Wendover, Bucks, Coal Merchant Ayle-  
bury Pet Dec 9 Ord Jan 18  
PRICE, FRANK, Jewelyn av, Richmond Wandsworth Pet  
Dec 3 Ord Jan 18  
PRICE, JAMES WILLIAM, Preston, North Shields, Provision  
Dealer Newcastle on Tyne Pet Jan 18 Ord Jan 18  
RICHARDS, JOSEPH, Clydach, Llanyfelinch, Glam, Tinsplate  
Worker Neath Pet Jan 20 Ord Jan 20  
ROBERTS, HARRY, Wood End Farm, Wootton, nr Bedford,  
Straw Hat Manufacturer Luton Pet Jan 14 Ord  
Jan 19  
SADDINGTON, LOIS, Measham, nr Aaby de la Zouch,  
Leicester Burton on Trent Pet Nov 7 Ord Jan 20  
SAGE, EDGAR, Upper Richmond rd, East Sheen Surrey,  
Builder Wardsworth Pet Aug 18 Ord Jan 18  
SHARPLEND, HAMILTON, Scotton Moor, Knaresborough  
Poole Pet Sept 22 Ord Jan 18  
SHIMONS, THOMAS, Warringham, Surrey, Builder Croydon  
Pet Jan 19 Ord Jan 19  
SIMPSON, GEORGE DARLINGTON, Fenchurch av High Court  
Pet July 14 Ord Jan 14  
SPRINGGAY, HENRY MASON, Dover, Clerk Canterbury Pet  
Jan 19 Ord Jan 19  
STANTON, ELI, Measham, Northampton, Baker North-  
ampton Pet Jan 19 Ord Jan 19  
THOMAS, MARY I, Llangefni, Anglesey, Grocer Bangor  
Pet Jan 2 Ord Jan 19  
WALTON, JOHN EDWARD, Darlington, Architect Stockton  
on Tees Pet Jan 19 Ord Jan 19

London Gazette.—TUESDAY, JAN. 26.  
RECEIVING ORDERS.  
BACON, ALBERT GEORGE, Northenden, Chester, Grocer  
Bangor Pet Jan 8 Ord Jan 23  
BARNES, EDWIN, Catshill, North Bromsgrove, Market  
Garlicer Worcester Pet Jan 21 Ord Jan 21  
BARRE, GEORGE, Binnington, nr Pickering, Yorks, Farm  
Labourer Scarborough Pet Jan 22 Ord Jan 22  
BENJAMIN, JONAS, Romford rd, Forest Gate, Turf Commis-  
sion Agent High Court Pet Jan 22 Ord Jan 22  
BENNEWORTH, SAMUEL HOWELL, Ipswich, Baker Ipswich  
Pet Jan 22 Ord Jan 22  
BERLINER, LOUIS, Girdlers rd, Brook Green, Hammesmith  
High Court Pet Jan 23 Ord Jan 23  
BERRANT, CHARLES HENRY, Bennetts End, Herts, Decorator  
High Court Pet Jan 23 Ord Jan 23

BOOTHBY, PERCY WILLIAM, Bargoed, Glam, Grocer  
Merthyr Tydfil Pet Jan 23 Ord Jan 23  
BOOTH, ABRAHAM, The Hyde, Hendon, Estate Agent  
Barnet Pet Dec 9 Ord Jan 21  
CATTON, WILLIAM, Stockton on Tees, Baker Stockton on  
Tees Pet Jan 21 Ord Jan 21  
CLARK, WILLIAM JONATHAN, Wellingborough, Northamp-  
ton, Fancy Bazaar Keeper Northampton Pet Jan 21  
Ord Jan 21  
COLLINS, CHARLES ROBERT, Alcester, Warwick, Hawker's  
Assistant Warwick Pet Jan 22 Ord Jan 22  
COWELL, ARCHIBALD, HOOPER, Truro, Tailor Truro Pet  
Jan 23 Ord Jan 23  
CROAD, HENRY THOMAS, Nuneaton, Corn Dealer Coventry  
Pet Jan 4 Ord Jan 18  
DADSON, HARRY, East Twickenham Brentford Pet Dec 21  
Ord Jan 23  
DAVIES, RYAN JOHN, Hereford, Builder Hereford Pet  
Jan 23 Ord Jan 23  
DUNBAR, MALCOLM, Benlah hill, Upper Norwood High  
Court Pet Dec 16 Ord Jan 23  
ELLIOTT, H. ALMA, St John's Wood High Court Pet  
Sept 15 Ord Jan 23  
ENGLAND, SIDNEY GEORGE, East Dulwich, Tailor High  
Court Pet Jan 23 Ord Jan 23  
FEINBERG, H. & SON, Watling st, Fur Merchant High  
Court Pet Jan 8 Ord Jan 23  
FOSTER, JOSEPH, Wednesfield, nr Wolverhampton, Key  
Manufacturer Wolverhampton Pet Jan 22 Ord  
Jan 22  
FRANCIS, GEORGE, Uxbridge rd, Shepherd's Bush, Draper  
High Court Pet Dec 10 Ord Jan 22  
GANE, THOMAS LLEWELLYN, Hutton, nr Weston super Mare,  
Road Contractor Bridgwater Pet Jan 21 Ord Jan 21  
GAY, SAMUEL, Blinton, Staffs, General Dealer Wolver-  
hampton Pet Jan 22 Ord Jan 22  
GOATMAN, HENRY FREDERICK, Gloucester, Ladies' Tailor  
Gloucester Pet Jan 23 Ord Jan 23  
GOMOLLA, GEORGE, Lawn cres, Kew gdns, Surrey High  
Court Pet Jan 1 Ord Jan 22  
GREEN, WILLIAM MORTON, Baysbury pk, Islington, Upper  
Park st, Islington, Credit Draper High Court Pet  
Jan 2 Ord Jan 22  
HARPER, PERCY ORLANDO, Wellington, Salop, Coal Merchant  
Madeley Pet Jan 23 Ord Jan 23  
HEFFERNAN, THOMAS, Salisbury House, London wall,  
Company Director High Court Pet Jan 21 Ord  
Jan 21  
HEED, GEORGE CHARLES, Brightlinges, Essex, Grocer  
Colchester Pet Jan 21 Ord Jan 21  
HOWARD, GEORGE WILLIAM, Thornham, Norfolk, Carpenter  
Norwich Pet Jan 23 Ord Jan 23  
JOLLY, THOMAS, Ben Jonson rd, Stepney, Sack Manufac-  
turer High Court Pet Dec 10 Ord Jan 22  
JOSE, RICHARD GRIVFITH, Vaedre Farm, Lland-rwng,  
Cardiff, Farmer Portmadoc Pet Jan 21 Ord  
Jan 22  
KAY, FRANK, Middleton, Lancs, Bleacher Oldham Pet  
Jan 6 Ord Jan 20  
MACDONALD, JAMES, Stockton on Tees, Draper Stockton  
on Tees Pet Jan 21 Ord Jan 21  
NOWELL, BERTIE, Holbeck, Leeds Leeds Pet Jan 21 Ord  
Jan 21  
PEASE, ALFRED JOHN, Glenariff, Whaley Bridge, Chester,  
Produce Broker Manchester Pet Jan 23 Ord Jan 23  
PETERS, WILLIAM JOHN, Dartmouth, Devon, Boatman Ply-  
mouth Pet Jan 21 Ord Jan 21  
PHILLIPS, ETHEL MAY, Neyland, Pembroke, Fruiterer  
Pembroke Dock Pet Jan 21 Ord Jan 21  
PHILLIPS, JOHN THEOPHILUS, Ipswich, House Furnisher  
Ipswich Pet Jan 22 Ord Jan 22  
ROBINSON, FRED, Wisbech Saint Peter, Cambridge, Watch-  
maker King's Lynn Pet Jan 20 Ord Jan 20  
ROWE, WILLIAM ARTHUR, Garnant, Carmarthen, Engine  
Driver Carmarthen Pet Jan 21 Ord Jan 21  
SALT, FREDERICK CHARLES, Fenton, Staffs, Coal Merchant  
Stoke upon Trent Pet Jan 13 Ord Jan 22  
STAINES, HENRY, Kettering, Northampton, Restaurant  
Proprietor Northampton Pet Jan 22 Ord Jan 22  
STYLES, WILLIAM, Woolwich, Commercial Clerk Greenwich  
Pet Jan 21 Ord Jan 21  
TATLEY, ALBERT EDWARD, PENNARDMAW, CARDIFF  
Gentleman Bangor Pet Jan 8 Ord Jan 22  
VEAL, WALTER MONTAGUE, Lichfield, Staffs, Licensed  
Victualler Walsall Pet Jan 20 Ord Jan 20  
WHITE, JOHN, Key Head, Sampford Everill, Devon, Timber  
Haulier Exeter Pet Jan 30 Ord Jan 20

WILKINSON, THOMAS, Cleethorpes, Builder Great Grimaby  
Pet Jan 20 Ord Jan 20  
WILSON, ALFRED WILLIAM, Norton, Yorks, Grocer Scar-  
borough Pet Jan 21 Ord Jan 21

FIRST MEETINGS.

BAILEY, CHARLES FELIX, Borough Green, Cambridge,  
Bricklayer Feb 3 at 11.40 The White Hart Hotel,  
Newmarket  
BARKER, GEORGE, Sinnington, nr Pickering, Yorks, Farm  
Labourer Feb 3 at 4.30 Off Rec, 48, Westborough,  
Scarborough  
BENJAMIN, JONAS, Forest Gate, Essex, Turf Commission  
Agent Feb 5 at 11 Bankruptcy bldgs, Carey st  
BENNEWORTH, SAMUEL POWELL, Ipswich, Baker Feb 4 at 2  
Off Rec, 36, Princes st, Ipswich  
BERRANT, CHARLES HENRY, Bennetts End, Herts, Decorator  
Feb 8 at 11 Bankruptcy bldgs, Carey st  
BERRANT, JAMES LASELL, Harwich, Baker Feb 4 at 12.30  
Off Rec, 36, Princes st, Ipswich  
CAMPELL, GEORGE, Great Malvern, Worcester, Dentist's  
Manager Feb 3 at 12 Off Rec, 144, Commercial at  
Newport, Mon  
CLARKE, CHARLES, South Town, Dartmouth, Devon, Cab  
Proprietor Feb 5 at 2.15 The Garston Hotel, Faign-  
ton  
COOKE, EDWIN, Doncaster, Furniture Remover Feb 4 at  
12.30 Off Rec, Fytroo in, Sheffield  
COOPER, ARTHUR, Ushaw Moor, Durham, General Dealer  
Feb 9 at 3 The Three Tuns Hotel, Durham  
COTTEGRAVE, JAMES HANNETT, Chester, Grocer Feb 5 at  
12.30 Crypt chmbrs, Eastgate row, Chester  
CROSBY, HARRY, Sheffield, Pawbroker Feb 4 at 12 Off  
Rec, Fytroo in, Sheffield  
DODDINGTON, JAMES, Bradford on Avon, Rubber Worker  
Feb 3 at 12 Off Rec, 26, Baldwin st, Bristol  
DUNBAR, MALCOLM, Benlah hill, Upper Norwood Feb 5 at 1  
Bankruptcy bldgs, Carey st  
DUMICKLIE, ROBERT BUTLER, Uttoxeter, Staffs, Plumber  
Feb 3 at 3 Off Rec, 47, Full st, Derby  
ELLIOTT, H. ALMA, St John's Wood Feb 4 at 1 Bank-  
ruptcy bldgs, Carey st  
EVANS, THOMAS, Pontrhydylen, nr Port Talbot, Coal Miner  
Feb 3 at 12.15 Off Rec, Government bldgs, Frog st,  
Swansea  
FEINBERG, H. & SON, Watling st, Fur Merchants Feb 5  
at 12 Bankruptcy bldgs, Carey st  
FODER, THOMAS EDWARD, Eccles, Lancs, Cycle Agent Feb  
3 at 2.30 Off Rec, Byrom st, Manchester  
FOSTER, JOHN, Kingston upon Hull, Commission Agent  
Feb 3 at 11 Off Rec, York City Bank chmbrs, Lowgate,  
Hull  
FRANCIS, GEORGE, Uxbridge rd, Shepherd's Bush, Draper  
Feb 4 at 12 Bankruptcy bldgs, Carey st  
FRYER, RALPH HENRY, Harperley, Durham, Colliery Banks-  
man Feb 9 at 2.30 Three Tuns Hotel, Durham  
GANE, THOMAS LLEWELLYN, Hutton, nr Weston super Mare,  
Road Contractor Feb 3 at 12.30 Off Rec, 26, Baldwin  
st, Bristol  
GOMOLLA, GEORGE, Lawn cres, Kew gdns, Surrey Feb 3 at  
2.30 Bankruptcy bldgs, Carey st  
GREEN, WILLIAM, Norton, Glos, Carpenter Feb 3 at 11.30  
Off Rec, Station rd, Gloucester  
GREEN, WILLIAM MORTON, Upper Park st, Islington, Credit  
Draper Feb 3 at 11 Bankruptcy bldgs, Carey st  
HAMILTON, CLAUDE MARRSHIELD, Farndon Hall, nr  
Chester Feb 5 at 12 Crypt chmbrs, Eastgate row,  
Chester  
HARDING, TOM, Weston super Mare, Traveller on Com-  
mission Feb 3 at 12.15 Off Rec, 26, Baldwin st,  
Bristol  
HARPER, PERCY ORLANDO, Wellington, Salop, Coal  
Merchant Feb 3 at 11 County Court office, Madeley  
HEATON, CHARLES, Bolton, Rubber Dealer Feb 4 at 3 19,  
Exchange st, Bolton  
HEFFERNAN, THOMAS, Salisbury House, London wall,  
Company Director Feb 4 at 11 Bankruptcy bldgs,  
Carey st  
HEED, GEORGE CHARLES, Brightlinges, Essex, Grocer Feb  
23 at 11 Crypt Hotel, Colchester  
HOLLAND, FRANK HAYNE, Moreton, Dorset Feb 3 at 11.30  
Off Rec, Midland Bank chmbrs, High st, Southampton  
HOW, ALBERT, Fordham, Cambs, Miller Feb 3 at 2.30  
The Victoria Hall, Fordham  
JOLLY, THOMAS, Ben Jonson rd, Stepney, Sack Manufacturer  
Feb 5 at 2.30 Bankruptcy bldgs, Carey st  
LOCKTEAR, MORLEY CLIFFORD, Radstock, Somerset, Cycle  
Agent Feb 3 at 11.45 Off Rec, 26, Baldwin st, Bristol

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.  
ESTABLISHED IN 1861.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

## SPECIALISTS IN ALL LICENSING MATTERS.

830 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

MELLOE, JOSH, Hendon, Sunderland, Blacksmith Feb 3 at 8 Off Rec, 8, Manor pl Sunderland  
 MILLINGTON, HENRY, Trowbridge, Pianoforte Dealer Feb 3 at 11 30 Off Rec, 26, Baldwin st, Bristol  
 NOWELL, BRITIS, Holbeck, Leeds Feb 3 at 11 Off Rec 24, Bond st, Leeds  
 PHILLIPS, JOHN, THROPHILUS, Ipswich, House Furnisher Feb 4 at 2 30 Off Rec, 26, Prince st, Ipswich  
 RICHARDS, JOSEPH, Clydach, Llanyfllach, Glam Tinsplate Worker Feb 3 at 11 Off Rec, Government bldgs Frog st, Swansea  
 ROBINSON, JOHN WILLIAM, Exeter, Licensed Victualler Feb 4 at 11 7, Buckland ter, Plymouth  
 ROWE, WILLIAM AUSTIN, Carnant, Carmarthen, Engine Driver Feb 6 at 12 15 Off Rec, 4, Queen st, Carmarthen  
 SIMMONS, THOMAS, Warrington, Surrey, Builder Feb 4 at 11 30 182, York rd, Westminster Bridge  
 SIMPSON, ROBERT HALLAM, and HERBERT THOMAS GERRISH, Wimbledon, Builders Feb 4 at 12 182, York rd, Westminster Bridge  
 STEPHENS, ARCHIBALD GILES, Weston sub Edge, Gloucester Feb 4 at 8 15 County Court bldg, Cheltenham  
 STILLER, WILLIAM, Woolwich, Commercial Clerk Feb 5 at 11 30 182, York rd, Westminster Bridge  
 WALTON, JOHN EDWARD, Darlington, Architect Feb 3 at 11 30 Off Rec, Court chambers, Albert rd, Middlesbrough  
 WHITE, JOHN, Farnford Peverell, Devon, Timber Haulier Feb 4 at 10 50 Off Rec, 9, Bedford circus, Exeter  
 WILSON, ALFRED WILLIAM, Norton, Yorks, Grocer Feb 3 at 4 Off Rec, 48, Westborough, Scarborough  
 WOOLLEY, THOMAS, Walsall, Fruiterer Feb 4 at 11 30 Off Rec Wolverhampton  
 WRIGHT, CHARLES THOMAS, Skewen, Neath, Glam, Grocer Feb 3 at 11 30 Off Rec, Government bldgs, Frog st, Swansea

**COMMON LAW and CHANCERY**  
 CLERK, act with or without supervision, good knowledge Conveyancing and Costs, seeks change; manage office; highest references.—L, 40, Fleming-road, Kennington.

**MR. A. C. SCHNELLE,**  
 SPEECH SPECIALIST.  
 Stammering permanently cured. Adults and Boys received in Residence or as Daily Pupils.  
 Unimpeachable testimonials.  
 Address: 119, Bedford-court-mansions, London, W.C.

**PARCHMENT** (waste) of any description bought. Large white deeds, without stains, 2s per cwt. Hand-made ledger waste also required.—TILLY, 45, Upton-road, Church-road, Kingland, London.

**MORTGAGES.**—Messrs. George Beken & Co. are frequently asked for advances on freeholds and leaseholds, and invite communications from Solicitors having funds available. **GROUND-RENTS.**—Many parcels for sale; details on receipt of requirements.—Survey Offices, 73, Moorgate-street, E.C.

**LAND AGENCY AND FARMING.**—Advertiser, a public school man, with some colonial experience, has vacancy for gentleman's son as resident manager on estate of 9,000 acres; Farming, Estate Work, Woods, Game Breeding, and Office Work; highest references given and required.—REVUE, "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

**TRUSTEES INVESTMENT.**  
**31 FREEHOLD HOUSES** Paying 12½ per cent.; all let to substantial tenants at £16-£30 per annum; cash £5,000, subject to mortgage.—Apply, FRESHFOLD 15A, Chiford-street, Bond-street, W.

**£5,250.—KENSINGTON SQUARE.**—Freehold for Sale in this delightful old-world and historically interesting square; modernised with fitted bathrooms and electric light; large garden in rear.—Personally inspected and recommended by Local Agent Mr. WILLIAM WORTH-COX, 19, Kensington Court-place, (adjoining) Kensington-square.

**BEDFORD ROW (East side).**—To be Let, exceptionally quiet and desirable Offices, second and third floors, with ground floor inquiry room if required; electric light; moderate rentals.—Apply, Messrs. LANDER, BEDELLS, & CROMPTON, Architects and Surveyors, 6, John-street, Bedford-row, W.C.

**SOLICITORS' OFFICES** in modern building, close to Broad-street Station; with use of passenger lift; rents from £25.—Apply, Messrs. LANDER, BEDELLS & CROMPTON, 6, John-street, Bedford-row, W.C.

**INFANT ORPHAN ASYLUM, WANSTEAD.**

**PATRON — HIS MAJESTY THE KING.**  
 Bankers: Messrs Williams, Deacon's Bank, Ltd.  
**FOUR HUNDRED AND FIFTY FATHERLESS CHILDREN**, admitted in infancy, and a home in this Asylum.  
 They are fed, clothed, housed, and educated until 16 years of age.

**HELP** to carry on this great work is urgently needed. **ANNUAL SUBSCRIPTIONS** are earnestly requested. On application to the Secretary, an Album of Views will be sent to anyone interested in the work of the Institution.

**JOHN HILL, Treasurer.**  
**COMM. HARRY C. MARTIN, R.N., Secretary.**  
 Offices: 63, Ludgate-hill, E.C.

# LONDON & COUNTY BANKING COMPANY,

(ESTABLISHED IN 1836).

LIMITED

CAPITAL £8,000,000, IN 100,000 SHARES OF £80 EACH.

PAID-UP CAPITAL £2,000,000. RESERVE FUND £1,650,000.

## DIRECTORS.

The Hon. Sir ERIC BARRINGTON, K.C.B.  
 JOHN ANNAT BEYON, Esq., M.P.  
 JOHN JAMES CATER, Esq.  
 HERBERT HALIBURTON CUNARD, Esq.  
 The Rt. Honble. The VISCOUNT GOSCHEN.  
 CHARLES SEYMOUR GREENFELL, Esq.

CHARLES JOHN HEGAN, Esq.  
 WILLIAM EIGHTON HUBBARD, Esq.  
 Sir THOMAS JACKSON, Bart.  
 WM. MCKEWAN, Esq. (Honorary Director).  
 OSWALD CECIL MAGNIAC, Esq.  
 WILLIAM GAIR RATHBONE, Esq.

**Head Office Manager.**  
 HERMAN RICHARD WYATT.

**Country Manager.**  
 WILLIAM GEORGE GRIBBLE.

**Chief Inspector.**  
 FRANK WILLIAM HOWETT.

**Deputy Head Office Manager.**  
 FREDERICK JAMES BARTHOPE.

**Chief Accountant.**  
 THEOPHILUS JAMES CARPENTER.

**Secretary.**  
 EDGAR FRANCIS ROBINSON.

**HEAD OFFICE — 21, LOMBARD STREET E.C.**  
**FOREIGN BRANCH — 80, CORNHILL, E.C.**

## BALANCE SHEET, 31st DECEMBER, 1908.

LIABILITIES.			ASSETS.		
	£	s. d.		£	s. d.
CAPITAL—Subscribed £8,000,000			CASH—		
100,000 Shares of £80 each, £20 paid ..	2,000,000	0 0	In hand and at Bank of England ..	8,171,800	0 5
RESERVE FUND .. .. .	1,650,000	0 0	At Call and Short Notice .. .. .	4,169,735	0 0
INVESTMENTS DEPRECIATION FUND ..	150,000	0 0	BILLS DISCOUNTED .. .. .	12,340,935	9
CURRENT, DEPOSIT AND OTHER ACCOUNTS, including provision for contingencies .. .. .	44,407,095	19 6	INVESTMENTS—		
ACCEPTANCES FOR CUSTOMERS .. ..	3,049,981	19	Consols (of which £357,000 is lodged for Public Accounts), and other Securities of, or guaranteed by, the British Government .. .. .	6,060,243	13 5
Contingent Liability on Enforcements .. .. .	£308,933		Indian Government Stock, and Indian Government Guaranteed Railway Stocks and Debentures .. .. .	602,699	15 0
REBATE ON Bills not due .. .. .	19,616	10 1	Colonial Government Securities, British Corporation Stocks, and British Railway Debenture Stocks ..	2,010,055	10 5
PROFIT AND LOSS BALANCE, as below	304,178	13 5	Other Investments .. .. .	79,890	7 9
			ADVANCES TO CUSTOMERS, &c. .. .. .	19,931,567	12 7
	£51,580,873	2 3	LIABILITY OF CUSTOMERS FOR ACCEPTANCES, as per contra	3,049,981	19 3
			BANK PREMISES .. .. .	781,094	12 4
				£51,580,873	2 3

Dr. PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 31st DECEMBER, 1908.			Cr.		
	£	s. d.		£	s. d.
To Interest paid to Customers .. ..	264,751	13 11	By Balance brought forward from 31st December, 1907 .. .. .	101,446	9 7
" Salaries and all other Expenses, including Income Tax on Profits and Salaries and Auditors' and Directors' Remuneration .. .. .	695,792	0 1	" Gross Profit for the Year, after making provision for Bad Debts and Contingencies, and including Rebate £43,730 19s. 2d. brought from 31st December last .. .. .	1,507,892	7 11
" Rebate on Bills not due, carried to New Account .. .. .	19,616	10 1			
" Interim Dividend for Half-year ended 30th June, at 20 per cent. per annum ..	200,000	0 0			
" Bank Premises Account .. .. .	75,000	0 0			
" Reserve Fund .. .. .	59,000	0 0			
" Dividend for Half-year ended 31st Dec., at 20 per cent. per annum ..	200,000	0 0			
" Balance carried forward .. .. .	104,178	13 5			
	£1,609,338	17 6		£1,609,338	17 6

E. H. CUNARD, GOSCHEN, W. G. RATHBONE, } Directors.

H. R. WYATT, Head Office Manager.  
 W. G. GRIBBLE, Country Manager.  
 T. J. CARPENTER, Chief Accountant.

## AUDITORS' REPORT.

We have examined the above Balance Sheet and Profit and Loss Account dated 31st December, 1908, with the Books and Vouchers, and certified Returns showing the Cash Balances, Bills, and other amounts set forth.

We have verified the Cash Balances at the Bank of England, and the various Investments of the Bank, and have received all the information and explanations we have required.

In our opinion the Balance Sheet and Profit and Loss Account are properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs according to the best of our information and the explanations given to us, and as shown by the Books of the Company.

16th January, 1909.

HY. GRANT, THOS. HORWOOD, STUART FLEYDELL-BOUVIERIE, } Auditors.

CURRENT ACCOUNTS are opened on the usual terms. Facilities are given Customers at any Branch for the transfer of money to or from any other Branch.

DEPOSIT ACCOUNTS.—Sums of £10 and upwards are received on deposit at Interest, subject to notice of withdrawal, or by special agreement, in accordance with the usual custom.

PURCHASE AND SALE OF STOCKS AND SHARES effected. DIVIDENDS, ANNUITIES, &c., received.

THE AGENCY OF FOREIGN AND COUNTRY BANKS is undertaken, and every description of Banking business transacted.

## FOREIGN DEPARTMENT.

CURRENCY DRAFTS, CIRCULAR NOTES and LETTERS OF CREDIT are issued, and TELEGRAPHIC TRANSFERS made to all parts of the World.

APPROVED FOREIGN DRAFTS are purchased, and Collections undertaken.

DOCUMENTARY CREDITS are established, and every facility given for the handling of Documents to or from abroad.

The Officers of the Bank are bound to Secrecy.



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